SUPREME COURT OF THE UNITED STATES.

No. 206.

JOHN HAGAN, JR., Appellant,

vs.

JOHN S. PRESTON, and CAROLINE M. PRESTON, his Wife.

APPEAL FROM THE CIRCUIT COURT U. S. FOR THE EASTERN DISTRICT OF LOUISIANA.

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CIRCUIT COURT OF THE UNITED STATES,
Fifth Circuit and Eastern District of Louisiana.

JOHN HAGAN, JR.
vs.
JOHN S. PRESTON AND WIFE. } No. 2245.

Transcript from the State Court. Filed 22d April, 1853.

Petition.

STATE OF LOUISIANA,
Third District Court of New Orleans.

JOHN HAGAN, JR.
vs.
JOHN S. PRESTON AND WIFE. } No. 5253.

Petition filed March 11th, 1853.

To the Honorable the Judge of the Third District Court of New Orleans:

The petition of John Hagan, Junior, who resides in the Parish of Iberville, in this State, respectfully shows that John S. Preston, and Caroline M. Preston, his wife, who are residents of the State of South Carolina, temporarily in New Orleans, are in the actual possession, and claim to be the owner of the following named negroes, slaves for life, all of whom are now found upon their plantation called Whitehall, in the Parish of St. James, in the State of Louisiana, to wit: Dennis, 30 years of age; Bedford, 32 years; Saul, 28; Miles, 65; Nelly, 60; Jim, 45; Maria, 40; Lunny, 14; William, 24; Phil, 21; Joseph, 40; Rogers, 45; Delly, 40; Fanny, 45; George, 32; Sam, 30; Ben, 50; Bettsy, 40; Hilsey, 18; Nancy, 18; Eliza, 11; Ben, 50; Lizette, 17; Betsy, 28; Manuel, 27; Juliet, 21; Sen, 45; Creasy, 40; Margaret, 14; Sen, 11; Ned, 55; Sinkey, 50; Jefferson, 23; Wilson, 21; Juliana, 22; Bob, 40; Benson, 50; Venez, 55; Joe, 45; Aggy, 32; Sed, 32; Rina, 27; Peter, 50; Abraham, 60; Anny, age not known; Lewis, 35; Raleigh, 40; York, 37; Archibald, 36; Peter, 45; Sam, 38; Hanna, 35; Jones, 13; Pleasant, 11; Miles, 23; Suekey, 35; two children of Suekey, aged 14 years; Alfred, aged 11; Miles, Jr., 28; York, 40; Milly, 35; York, Jr., 19; Eliza, 18; Abraham, 17; Lewis, 15; Alex, 11; George, 20; Milinda, 21; Peter, 70; Memnon, 60; Harry, 45; Britton, 45; Richard, 35; Willis, 40; Washington, 35; Jim, 45; Nancy, 50; Sally, 14; Amey, 35; Letty, 29; Louisiana, 28; Rosanna, 26; Caroline, 30; Isaac, 14; Rose, 60; Sarah, 26; Patty, 37; Randall, 45; Eliza, 40; Franez, 19; Emily, 19; Caroline, 15; Cæsar, 13; Henry, 12; Lucy, 23; Robert, 20; Saul, 45; Winney,

40; Whyote, 12; Bedford, 11; Leroy, 10; Dan, 29; William, 25; Patsey, 12; Jerry, 11; Nelly, 11; Letty, 22; Maria, 35; Mary, 29; Harietta, 12; Sally, 11; Louisa, 29; and Rebecca, 11; and a great number of children born from the females of these slaves, whose names are not known to petitioner.

That from the 18th day of March, 1833, until the first day of January, 1840 (how much longer your petitioner is not informed), all the said property was owned and possessed by Thomas Barrett, who resided during all that time in the city of New Orleans, but kept all of the said negroes upon his plantations in the Parishes of St. James and Iberville.

That on the 8th day of January, 1838, the Union Bank of Louisiana obtained a judgment in the First Judicial District Court of Louisiana, in suit No. 15,775, against Thomas Barrett, for $8,297 35, with 6 per cent. per annum interest thereon from 6th day of March, 1837, till paid, and costs, which were $50, which judgment was duly recorded in the Mortgage office of the Parish of Orleans on the 20th day of December, 1838, and reinscribed in the said office on the 19th day of December, 1848.

That on the 8th day of December, 1838, the said Union Bank of Louisiana obtained another judgment in the First Judicial District Court of Louisiana, in suit No. 15,725, against Thomas Barrett, for $10,004, with 6 per cent. per annum interest from 26th day of April, 1837, and costs of suit, which were $50, which said judgment was duly recorded in the office of the Recorder of Mortgages for the Parish of Orleans on the 20th day of December, 1838, and reinscribed in the said office on 19th December, 1848.

That on the 7th day of December, 1838, the Union Bank of Louisiana obtained in the said First Judicial District Court of Louisiana, in suit numbered 15,989, another judgment against the said Thomas Barrett for $16,669 18, with 7 per cent. per annum interest thereon from 31st March, 1837, and costs, which were $50, which said judgment was duly recorded in the office of the Recorder of Mortgages on the 20th day of December, 1838, and reinscribed on the 19th day of December, 1848.

That the Union Bank of Louisiana obtained in the First Judicial District Court of Louisiana, in the suit No. 16,411, another judgment against Thomas Barrett for $3,873 50, with 6 per cent. per annum interest from 29th day of May, 1838, and costs, which were $50, which said judgment was duly recorded in the Mortgage office for the Parish of Orleans on the 7th day of March, 1839, and reinscribed in the said office on the 19th day of December, 1848.

That the Union Bank of Louisiana obtained in the First Judicial District Court of Louisiana, in the suit No. 16,417, another judgment against Thomas Barrett for $16,669 16, with 6 per cent. per annum interest from 31st day of March, 1837, and costs, which were $50, which said judgment was recorded in the office of the Recorder

of Mortgages for the Parish of Orleans on 7th March, 1839, and reinscribed on 19th December, 1848.

That on the 7th day of March, 1839, when the last of these judgments were recorded, there existed a judicial mortgage upon all the aforesaid negroes in favor of the Union Bank, to secure the payment of all the above described judgments, and interest and costs, which mortgage has been preserved by the reinscription made on 19th day of December, 1848.

That on the day of the Union Bank of Louisiana sold and transferred all of the above described judgments, with all the mortgages by which their payments were secured, to your petitioner, who is now the legal and equitable owner of them, and is entitled to claim all the rights of the said bank in assisting him to collect the amount due to him.

The premises considered, your petitioner prays that John S. Preston, and his wife, Caroline M. Preston, now present in the city, be personally cited to answer hereto, and, after due proceedings had, that a judgment be rendered decreeing that all of said negroes and their increase are subject to the aforesaid judicial mortgages, and ordering that they be sold to pay your petitioner the sum of $8,297 35, with 6 per cent. per annum interest from 6th March, 1837; and the further sum of $10,004, with 6 per cent. interest from 26th April, 1837; and the further sum of $16,669 18, with 7 per cent. interest from 31st March, 1837; and the further sum of $3,872 50, with 6 per cent. interest from 27th May, 1838; and the further sum of $16,669 16, with 6 per cent. interest from 31st March, 1837; and the further sum of $250 for cost and the costs of this suit, and for general relief in the premises.

(Signed) STOCKTON & STEELE,
Attorneys.

Citation.

STATE OF LOUISIANA,
Third District Court of New Orleans.

To John S. Preston, and his wife, Caroline M. Preston, now present in New Orleans:

You are hereby summoned to comply with the demand contained in the petition of which a copy accompanies this citation, or deliver your answer to the same in the office of the Clerk of the Third District Court of New Orleans, in the City of New Orleans, in ten days after the service hereof.

Witness the Honorable Thomas H. Kennedy, Judge of the said Court, this 11th day of March, in the year of our Lord 1853.

(Signed) LOUIS R. COURTIN,
Dep'y Clerk.

Return.

Received March 12th, 1853, and on the same day served copy of petition and citation on John S. Preston in person. Returned same days.

(Signed) E. SAMPSON,
Dep'y Sheriff.

Judgment by default entered March 29th, 1853.

Petition, &c. to remove to Circuit Court.

Filed April 7th, 1853.

To the Honorable the Judge of the Third District Court of New Orleans, the petition of John S. Preston, and his wife, Caroline M. Preston, *and his wife, Caroline M. Preston,* by him authorized and assisted:

Respectfully represents, that an action by petition and citation has lately been instituted against them in this Honorable Court, by one John Hagan, Junior, who resides in the parish of Iberville and State of Louisiana, in which suit the amount in controversy exceeds the sum of five hundred dollars, in which suit petitioners have not yet appeared, as will more fully and at large appear by the record of said suit, No. 5253 of the docket of this Court.

Your petitioners now here aver, that they are citizens of the State of South Carolina, and not citizens of the State of Louisiana, and that the said John Hagan, Junior, is a citizen of the State of Louisiana; and that petitioners are desirous of exercising their rights, conferred upon them by the several acts of Congress in such cases made and provided, of removing the said cause to the Circuit Court of the United States, holding jurisdiction in the Eastern District of Louisiana, at its next session.

Your petitioners, therefore, here tender their affidavit and bond, in conformity with the law, and pray that upon due consideration thereof, this Court will accept the surety tendered in said bond, and proceed no further in the cause.

(Signed) BENJAMIN & MICON,
of Counsel.

Affidavit.

Personally appeared John S. Preston, one of the Pl'ffs, who being duly sworn, deposes that the allegations of the foregoing petition are true and correct.

(Signed) JOHN S. PRESTON.

Sworn and subscribed before me the 5th day of April, 1853.

(Signed) THOMAS J. WALTON,
one of the Justice in and for the Parish of Assession, in Louisiana.

Bond.

Know all men by these presents, that we, John S. Preston, and Caroline M. Preston, his wife, by him assisted and authorized, as principals, and R. W. Estlin, of New Orleans, as surety, are justly bound and held *in solido* to John Hagan, Junior, of Iberville, Louisiana, in the full sum of Five hundred dollars.

The condition of this obligation is such that, whereas, a suit has been commenced by said John Hagan, Junior, in the Third District Court of New Orleans against said Preston and wife, who have filed their petition to remove the said cause to the Circuit Court of the United States: Now if the said John S. Preston and wife shall in the first day of next session of the Circuit Court of the United States for the Ninth Circuit and Eastern District of Louisiana, filed in said Court certified copies of said process against them, and shall then and there appear and proceed according to law, then this obligation to be void, else to remain in full force and effect.

Witness our hands and seals, this 7th April, 1853.

(Signed) JOHN S. PRESTON, [L. S.]
(Signed) CAROLINE M. PRESTON, [L. S.]
(Signed) R. W. ESTLIN. [L. S.]

Witness,
(Signed) W. C. MICON.

Order.

Let the prayer of the within petition be granted, and let this cause be removed to the Circuit Court of the United States for the Fifth Judicial Circuit in and for the District of Louisiana, for trial at the next Circuit Court to be held, on petitioner giving bond, with good and solvent security, in the sum of five hundred dollars, according to the Act of Congress.

New Orleans, 7th April, 1853.

(Signed) T. H. KENNEDY, *Judge.*

Judgment by Default. Entered March 29th, 1853.

On motion of Stockton and Steele, att'ys for pl'ff, and on showing to the Court that the defendants have failed to answer, tho' duly cited, it is ordered that judgment by default be entered against them.

STATE OF LOUISIANA,
Third District Court of New Orleans.

I hereby certify the above and foregoing eight pages to contain true copies of the originals of record in the suit mentioned in the caption hereof.

Clerk's office, 11th April, 1853.

[SEAL.] W. C. BEDLOCK, *Clerk.*

Defendant's appearance in Circuit Court. Filed 25th April, 1853.

JOHN HAGAN, Jr.
vs.
HEIRS OF HAMPTON. } U. S. Circuit.

And now comes into Court the defendant, Caroline M. Preston, assisted and authorized by her husband, John S. Preston, and in conformity to her bond given in the Third District Court of New Orleans, files the record of said suit and enters her appearance in this Court.

And the said defendant now says that the matters and things in the plaintiff's petition contained, and the relief therein prayed, properly belong to the equitable jurisdiction of this Court, and are cognizable only on the chancery side of the Court.

Wherefore respondent prays judgment, whether she is bound further to answer or plead herein, until the said plaintiff shall have taken such steps as are necessary to place the proceedings in the proper form for the equity side of this Court.

(Signed) BENJAMIN & MICON,
for Def't.

Minutes.

Order transferring cause to Chancery Docket.

New Orleans, Monday, 13th June, 1853, Court met, pursuant to adjournment: Present, Hon. Theo. H. McCaleb, District Judge: Absent, Hon. J. A. Campbell, Presiding Judge.

JOHN HAGAN, Jr.
vs.
JNO. PRESTON AND WIFE. } 2245.

On motion of Steele, Esqr., of counsel for the complainant, John Hagan, Jr., and upon showing to the Court that this cause was removed from the Third District Court of New Orleans, a Court of the State of Louisiana, upon motion of the defendants, and that it was filed on the law side of this Court, and that exception was made by the said defendants to answer the said suit, upon the ground that such cause was filed upon the law side of the Court: It is ordered that said cause be removed to the chancery docket, and the defendant be ordered either to demur, plead, or answer, as he shall think proper, on or before the next rule day, as required by law.

Plea. Filed 12th Nov., 1853.

JOHN HAGAN, Jr.

vs.

JOHN S. PRESTON and CAROLINE M. PRESTON, his wife.

U. S. CIRCUIT COURT,

Eastern District of Louisiana.

In Chancery.

The said defendants to the bill of complaint of said complainant by protestation, not confessing or acknowledging all or any of the matters and things therein mentioned and contained to be true in manner and form as therein set forth and alleged, but, for plea in bar to the whole of said bill, do now say:

That heretofore, after the recovery of the several judgments described in the said bill of complainant, and before the alleged transfer of the same to the said complainant, to wit, on or about the 12th May, 1840, the said Thomas Barrett, defendant in said judgments, made a cession of his property in the Parish Court of the parish of Orleans, a Court of competent jurisdiction in the premises, and obtained from said Court an order to stay proceedings of his creditors, according to the laws of the State of Louisiana.

That on or about the 15th June, 1840, a meeting of the creditors of said insolvent was held, at which George Morgan and Thomas C. Magoffin, of New Orleans, were duly elected syndics of said creditors, and enlarged powers were conferred upon them, to settle and compromise all matters in which said creditors were interested, to dispose of the property surrendered, and especially to bring all suits, and take all other steps that might be necessary to liquidate and settle the interest of the insolvent in all and any property held jointly by him with other persons; at which meeting the said Union Bank, by its President, appeared and concurred in the choice of syndics, and in the powers conferred upon them. That another meeting of said creditors was held on or about the 14th January, 1841, after due notice, at which other and more enlarged powers were conferred upon said syndics, and that the proceedings of both said meetings were duly homologated by the proper orders of said Court.

That in pursuance of the powers so conferred upon them, the said syndics soon after, to wit, on or about the 18th December, 1840, instituted in the same Court a certain suit against one Robert Bell, wherein it was alleged that the plantation known as the White Hall plantation, together with the slaves, &c. thereon, being the property described in the said bill of complaint, was held and possessed in partnership by said Thomas Barrett and said Robert Bell, and praying a decree for the sale thereof for partition and settlement of the accounts of the said partnership; to which petition the said Bell filed his answer, admitting the said partnership, and consenting to the said sale and settlement of accounts.

That on or about the 2d February, 1841, while said suit was still pending, these defendants, and others claiming in the capacity of heirs of Wade Hampton, deceased, filed their intervention therein, alleging that the said Wade Hampton had been the former proprietor of the said White Hall plantation and slaves; that he had made sale thereof to one Le Roy Pope, who had sold the same to one Thomas Barrett, and that the said Thomas Barrett had conveyed an undivided half interest therein to the said Robert Bell, and that they had jointly assumed the debt due for the price of said property, and had constituted the same a partnership fund. That the debt still due to said intervenors was for the sum of one hundred thousand dollars capital, and twenty-five thousand dollars and upwards interest already accrued, and that said debt was secured by mortgage upon the said partnership property.

That soon after the filing of said Intervention, to wit, on or about the 6th February, 1841, by consent of all parties to said suit, an order of said Court was granted recognizing the said claims of said intervenors, and directing the sale of the property, the purchaser to assume the capital debt secured by mortgage, and the balance cash; under and in pursuance of which order, sale of all and singular the property aforesaid was made by the sheriff of the Parish of on or about the May, 1841, and these respondents and other intervenors as aforesaid became the purchasers thereof, on the terms prescribed, for the sum of about one hundred and sixteen thousand dollars.

That these respondents and other intervenors as aforesaid, thereupon filed an account of their claims to mortgage and privilege upon said property, and after due proceedings judgment was rendered on their said intervention and account on or about the 27th April, 1844, whereby it was established that the said claim of said intervenors was entitled to payment out of the effects of the said partnership of Barrett and Bell; that the price bid for the same by said intervenors should be set off against their said claims, and that said intervenors should recover of said Barrett & Bell a balance still due them of eleven thousand dollars and upwards.

That the said Union Bank being still the owner of said judgments, was cognizant of all and singular the said proceedings, and assented to the same, and at one or more of the meetings of the creditors at which the said transactions were brought in question, and especially at a meeting held on or about the 9th May, 1842, appeared and voted to discharge the said syndics, to approve their accounts and to elect other syndics in their place; and that such other proceedings took place in the said suit of the said syndics *vs.* the said Bell; that the account between said parties was finally settled, and the amount to be contributed by respondents and others, intervenors as aforesaid, to the said syndics, was liquidated and settled at the sum of two thousand dollars or thereabouts.

That the property purchased by these respondents in manner and

form as above set forth, is the same on which the said complainant now pretends to have a mortgage or mortgages. That during all said proceedings the Union Bank was the owner and holder of said judgments, and was amenable to the laws of Louisiana; and that no transfer of said judgments or any of them was made by said Bank to said complainant until long afterwards, to wit, on or about the 19th May, 1849, as the whole will more fully appear by the record of said proceedings and the authentic documents filed therein, which will in due time be adduced and exhibited according to law and the practice of this honorable court.

And all of which proceedings, to wit, the said cession of property, the stay of proceedings granted therein, the sale and said several decrees settling the rights of respondents in the premises, they do now aver and plead in bar to the said complainant's present bill, and they demand judgment of this honorable court whether they shall be put to make any further plea or answer thereto, and they pray to be hence dismissed with their costs and charges in said behalf sustained.

(Signed) BENJAMIN, MICON & FINNEY,
Solicitors & of Counsel for Respondents.

We certify, that in our opinion the foregoing plea is well founded in law; we also certify that it is not interposed for delay, and that it is true in point of fact.

(Signed) BENJAMIN, MICON & FINNEY.

Consent, &c.

On behalf of complainant we consent that the *pro confesso* entered at rules in this case be set aside, and that this plea be filed, the affidavit of the respondents required by the 31st rule in equity being waived.

(Signed) STOCKTON & STEELE, *Solicitors.*

Transcript State Court.

Case of Barrett *vs.* his creditors. Filed in support of plea, 19th Nov., 1853.

STATE OF LOUISIANA,
Third District Court of New Orleans.

THOMAS BARRETT
vs.
HIS CREDITORS AND THE CREDITORS OF THOS. BARRETT & Co.

No. 12,836 of the docket of the late Parish Court.

Petition. Filed May 12th, 1840.

To the Honorable Chas. Maurian, Judge of the Parish Court of the Parish of Orleans.

The petition of Thomas Barrett, living and residing in the City of New Orleans, respectively shows:

That from about the month of June, 1835, to about the month of April, 1837, your petitioner was associated in a commercial partnership with James B. Hullen and Lucien Herman under the style and firm of Thos. Barrett & Co; that in said month of April, 1837, said commercial firm was dissolved by mutual consent, and your petitioner was charged with the liquidation thereof, and that your petitioner undertook said liquidation and at the same time continued to do commercial business in his own name.

Your petitioner shows that, owing to the great crisis in the commercial business of the United States which commenced in 1837, and has since gradually progressed and extended its effects, the great depreciation in the value of real property, the insolvency of many of their debtors, and other heavy losses sustained by them, both the house of Thomas Barrett & Co. and your petitioner in his individual capacity are unable to meet their engagements.

Wherefore your petitioner prays that a meeting of both his individual creditors and of the creditors of Thomas Barrett & Co., the aforesaid late commercial firm composed of your petitioner and of the said James B. Hullen and Lucien Herman, may be ordered to take place before a notary public in order that your petitioner may lay before them the statement of his own affairs and of the affairs of Thomas Barrett & Co., which is exhibited on the annexed three schedules, A, B, and C, to which schedules your petitioner reserves the right of filing a supplemental, if errors or omissions should be discovered, and that he may surrender to them his own property and the property of said firm of Thomas Barrett & Co.: and your petitioner further prays that in the mean time all proceedings against his person and property may be stayed, and that hereafter your petitioner and the said firm of Thomas Barrett & Co. may be discharged from all its liabilities.

(Signed) LS. JANIN,
Att'y for Pet'r.

Order.

The cession of property by the petitioner is accepted by the Court for the benefit of his creditors and of the creditors of Thomas Barrett & Co. It is ordered that said creditors do meet in the office of H. B. Cenas, Esq., Not. Pub., on Monday, the 15th of June, 1840, then and there to deliberate upon the affairs of the said insolvents, and in the meantime all proceedings against their person and property are stayed. It is further ordered that J. R. Sterrett, Esq., be appointed to represent the absent creditors in this case.

(Signed) CHARLES MAURIAN, *Judge.*

N. O., May 12th, 1840.

Extract from meeting of creditors of June 15th, 1840. Filed June 23d, 1840.

George Morgan, Esq., of this city, President of the Mechanics

and Traders' Bank of New Orleans, a duly incorporated institution of this State, and herein acting in his capacity as such, by virtue of authority in him to that effect duly vested, who, after having been duly sworn by me, the said notary, did depose and say: that the said insolvent (Thomas Barrett) is justly and truly indebted unto the said bank as follows, to wit: 1st. In the sum of two hundred and five thousand two hundred and ninety-seven dollars and eighty-four cents, as payer of certain promissory notes amounting to said sum, whereof the said bank is owner and holder.

2d. And in the sum of one hundred and seven thousand, three hundred and nineteen dollars and thirty-four cents, as endorser on certain other promissory notes, whereof the said bank is also owner and holder. That in his said capacity he accepts the surrender of the said insolvent's property, so far as the same may be necessary, but grants him no discharge, votes for Thomas C. Magoffin and himself (the said George Morgan) to be syndics, and dispenses with the security required by law to be given by syndics both as it respects the mortgage or privilege, and the ordinary debts; that the said syndics be authorized to compound, compromise and settle, whether by arbitration or otherwise, and as they may deem most conducive to the interests of the creditors generally, all debts due to the estate of the said insolvent, and also to discount the notes accruing and received from the sales of property or otherwise at a rate not exceeding ten per centum per annum, for the purpose of settling the special mortgages and other debts of the highest rank; and furthermore, that he votes for the sale of the property surrendered as follows, to wit: the movable property for cash, the bank and other stocks on a credit of four months for approved endorsed notes, secured by pledge of the stock; the slaves for one-fourth cash, and the balance on a credit of six months for approved endorsed notes, secured by mortgage on the slaves sold, and the immovable property on a credit of one, two, and three years for approved endorsed notes, secured by mortgage on the property sold, or on such terms and conditions, with one-fifth cash, as to the said syndics may appear most conducive to the interests of the creditors generally. And this deponent furthermore votes, that the said syndics be fully authorized to sue for the partition of any property whatsoever held and owned by the said insolvent jointly with others, and to claim partition either in kind or by sale; also that the movables and slaves be sold within six months from the date of the homologation of these presents, and that the stocks and the immovable property situate in this Parish, and in the adjoining Parish of Jefferson, be sold between the first day of December and the first day of March next; and that the uncultivated lands and other property be sold at such periods and in such manner as the said syndics may deem most advantageous for the creditors generally, but within a space of time not exceeding the ensuing eighteen months; also that the said syndics be authorized to take possession of the property out of this State, and dispose of

the same at private sale or by public auction, and on such terms and conditions as to them may appear most fit and advantageous; and moreover, that they be empowered to employ agents for the collection of debt, and disposal of property out of this Parish. And this deponent finally declares that he votes as aforesaid in the premises, without prejudice to the rights of any other person or persons, body or bodies corporate or others, and reserves the rights against the said Barrett, of all said persons, bodies, or others who now have, or may acquire rights through or by reason of the notes, bills, or obligations, for or on account of which the said insolvent is now indebted to the said Mechanics and Traders' Bank, and in so far as his said vote in the premises may in any manner whatsoever affect, impair, impede, or delay the rights or remedies of the said Bank, then the same to be considered null and void.

In faith whereof he hereunto subscribes his name.

Original (signed) GEO. MORGAN.

Extract from June 17th, 1840.

Christopher Adams, Jr., Esq., of this city, herein acting in his capacity of President of the "Union Bank of Louisiana," a duly incorporated institution of this State, by virtue of authority in him to that effect duly vested, who being duly sworn by me, Notary, did depose and say, that the said insolvent (Thomas Barrett) is justly and truly indebted unto the said bank as follows, to wit:—

1st. In the sum of forty-four thousand two hundred and seventy-eight dollars and sixty-three cents, being the amount of the liabilities of the said firm of Thomas Barrett & Co., as drawers of certain notes and obligations held by the said bank.

2d. In the sum of thirty-six thousand six hundred and sixty dollars and eighty-nine cents, being the amount of the liabilities of said firm, as endorsers of certain other notes and obligations also held by the said bank.

3d. And in the sum of forty-four thousand nine hundred and ninety-seven dollars and eleven cents, being the amount of the liabilities of the said firm, as endorsers on certain other notes and obligations not yet due, on which notes and obligations, in part, judgments have been obtained.

That in his capacity aforesaid he accepts the surrender of the said insolvent's property, but grants him no discharge, and votes for Thomas C. Magoffin in and George Morgan to be syndics, and otherwise votes in the same manner, in every respect and particular, as the said George Morgan has hereinabove done, in his capacity of President of the Mechanics' and Traders' Bank, whose declaration in the premises he, this deponent, has carefully read, and of which he fully approves.

In faith whereof he hereunto subscribes his name.

Original (signed) C. ADAMS, Jr.

Petition and Order for a Meeting of Creditors. Filed December 10th, 1840.

To the Honorable Charles Maurian, Judge of the Parish Court of the Parish of Orleans.

The petition of Thomas C. Magoffin and George Morgan, syndics of the creditors of Thomas Barrett and Thomas Barrrett & Co., respectfully shows:

That since your petitioners were appointed syndics of the aforesaid estates, they have ascertained that among the property surrendered by the said Barrett to his creditors are many tracts of uncultivated land, situated in various Parishes of this State, and held by the said Barrett in division with other persons.

Petitioners show that the sale of undivided portions of said lands would be very disadvantageous to the said insolvent estate, and that the partition of said lands in kind is greatly impeded by the conventional and judicial mortgages by which the same are encumbered.

Petitioners show that one Wm. Nichols is largely indebted to the estate of the said Barrett, and that the peculiar nature of said claim and of the property of the said Nichols on which the same might be enforced, render it necessary that your petitioners should be clothed with special powers for the purpose of securing the whole of said claim, and of deriving the greatest possible advantage from it for the said estate.

Petitioners show that other affairs of the said estate with which both your petitioners and the creditors generally have become acquainted only since the first meeting of creditors took place, make it advisable that a new meeting of the creditors should be held, to deliberate both on the matters here above specially mentioned, as on all others on which the said creditors may think it their interest to give new or more detailed directions.

Wherefore your petitioners pray that a meeting of the creditors of Thomas Barrett and of Thomas Barrett & Co. may be ordered to be held before H. B. Cenas, Not. Pub., to deliberate and give their opinion both on the above mentioned and all other matters concerning said estate which may seem to them to require new or more special directions and powers than those hitherto given to your petitioners.

(Signed) L. PEIRA & LS. JANIN,
Att'ys for Pet'rs.

(Signed) LS. JANIN.

Order.

It is ordered by the Court that the creditors of the insolvent do meet in the office of H. B. Cenas, Esq., Not. Public, on the 14th of

January, 1841, there and then to deliberate on the matters which shall be submitted to them.

N. O., Dec. 10th, 1840.

(Signed) CHARLES MAURIAN, *Judge.*

Proceedings of Creditors and Exhibit annexed of January 14th, 1841.

STATE OF LOUISIANA,
City of New Orleans.

By virtue of, and pursuant to an order of the honorable the Parish Court in and for the City and Parish of New Orleans aforesaid, bearing date the tenth day of December last (1840), directing a meeting of the creditors of Thomas Barrett, and of the late firm of Thomas Barrett and Company, to be convened and held before me, the undersigned notary, in order to deliberate upon the matters set forth and explained in the petition of Messrs. Thomas C. Magoffin and George Morgan, syndics of the creditors of the said insolvents, and upon which petition the aforesaid order was rendered, duly certified copies of which petition and order of Court are hereunto in the margin annexed, as part of these presents for reference.

Be it known that on this fourteenth day of January, in the year of our Lord one thousand eight hundred and forty-one, before me, Hilary Breton Cenas, a Notary Public in and for the City and Parish of New Orleans aforesaid, duly commissioned and qualified—

Personally appeared in my notarial office the creditors and representatives of creditors hereinafter named, who, after having taken due cognizance of the said annexed documents, and, after having maturely deliberated upon the subject-matter thereof, did severally declare as follows, to wit:—

George C. Duncan, Esq., of this city, President of the New Orleans and Carrollton Railroad and Banking Company, a duly incorporated institution of this State, and herein acting in his capacity as such by virtue of authority in him to that effect duly vested, who, being duly sworn by me, Notary, did depose and say that the said institution is a creditor of the said late firm of Thomas Barrett & Co., as will appear by reference to the declaration made by him, this deponent, in his capacity, at the meeting of the creditors of the said insolvents, had before me, the said Notary, on the fifteenth day of June last and the two following days: That in his capacity aforesaid he believes it to be the interest of the said insolvents' estate, and to that effect accordingly hereby votes, that the syndics (Messrs. Thomas C. Magoffin and George Morgan) be clothed with full and sufficient authority to do and perform all and singular the acts which they are empowered to do and perform by a special power of attorney, executed in this city, under private signature, in favor of the said syndics, on the thirtieth day of November last (1840), and signed by this deponent in his said capacity and other creditors of the said

insolvents, and which power of attorney is hereunto in the margin annexed for reference as part of this declaration.

In faith whereof he hereunto subscribed his name.

Original signed.

Thomas C. Magoffin and George Morgan, syndics of the creditors of the said insolvents as aforesaid, who declared that, by virtue of the authority in them vested by the special power of attorney annexed to and mentioned in the foregoing declaration of George C. Duncan, Esq., they do, by these presents, for and in the names of the several creditors whose names are subscribed to the power, vote that they, the said syndics, be clothed with full power and sufficient authority to do and perform all the acts which they are empowered to do and perform by the aforesaid special power of attorney, believing it to be to the interest of the said insolvent estate that they, the said syndics, should be so empowered.

In faith whereof they hereunto respectively subscribe their names.

Original signed THOS. C. MAGOFFIN,
(Signed) GEORGE MORGAN.

And now personally appeared James B. Sterrett, Esq., attorney and counsellor at law, duly appointed by the aforesaid Court to represent the absent creditors of the said insolvents, who, after having taken due cognizance of the foregoing proceedings, declared that, reserving all the rights and privileges of the said absent creditors as fully in every respect as he might or could do if particularly acquainted therewith, he has no objections to make to said proceedings, and hereunto subscribes his name.

Original signed J. R. STERRETT.

Also personally appeared Lawrence Dornan and Ernest Granet, both of this city, who, being duly sworn by me, Notary, and, after having taken due cognizance of the special power of attorney annexed to and mentioned in the foregoing declaration of George C. Duncan, Esq., declared that the signatures of Messrs. H. Lavergne, Ambrose Lanfear, George Morgan, C. Adams, Jr., Wm. G. Hernes, J. W. Houston, Isaac T. Preston, N. N. Wilkinson, G. C. Duncan, A. M. Nathan, Wm. C. Claiborne, Geo. B. Ogden, John Hagan, E. Yorke, and Samuel J. Peters, subscribed to the said power of attorney, are in the proper handwriting of said gentlemen respectively, they, these deponents, having frequently seen said gentlemen write and sign their names.

In faith whereof they hereunto subscribe their names.

Original signed SAM'L DORNAN,
E. GRANET.

And now, at the hour of six o'clock P. M. of the day, month and year above written, no other creditors nor representatives of creditors

appearing, I, the said Notary, do now close these proceedings and this meeting.

In faith whereof I hereunto subscribe my name, together with Richard Wrentmore and Auguste Commandem, witnesses of lawful age, and domiciliated in this city.

Original signed R. WRENTMORE,
A. COMMANDEM.
H. B. CENAS, *Not. Pub.*

I certify the foregoing to be a true copy of the original proceedings extant in my register. In faith whereof I grant these presents under my signature, and the impress of my seal of office, at New Orleans, this 25th day of January, 1841.

(Signed) H. B. CENAS, *Not. Pub.*

Whereas, Mr. Thomas Barrett has surrendered to his creditors undivided interests in several pieces of property, and among others an undivided half interest of a considerable quantity of wild lands situated in the parish of Rapides, Aroyelles, and Concordia, and elsewhere, and described and valued in his schedule as follows:

Lands on Red River in joint account with John Compton, $5000.

Half interest in 4200 acres of land in Red River, on joint account with Judge Boyce, $30,000.

Half interest in 20,000 acres of land in joint act. with Wm. Nichols at government price, $40,000.

Whereas, experience has shown that the sales of undivided interests in town lots, and still more so, in uncultivated land, are much more disadvantageous to the settler than the sales of entire interests: wherefore, it is the interest of the estate to effect, previous to any sale, partitions in kind with Mr. Barrett's co-proportions:

But whereas, partitions in kind are under the present circumstances impossible, on account of the many mortgages by which Mr. Barrett's interests are encumbered:

Whereas, Wm. Nichols is indebted Mr. Barrett's estate in a sum of about $29,000, the payment of which sum can be secured only by the attachment and subsequent sale under judgments of Nichols' interest in the lands owned by him jointly with Mr. Barrett:

Therefore the undersigned creditors of Thomas Barrett, and of Thomas Barrett & Co., hereby authorize and empower Messrs. Thomas C. Magoffin and George Morgan, the syndics of the creditors of the said insolvent estates, to raise all mortgages granted by or recorded against Thomas Barrett or Thomas Barrett & Co., on any real estate owned by Thomas Barrett, jointly with other persons, and surrendered by him to his creditors, to effect the partitions of said property in kind with the co-proprietors of said Barrett, either amicably or by judicial proceedings, whenever it shall be practicable to seize by attachment, process, or otherwise, the undivided interests owned by Wm. Nichols, jointly with Barrett, to buy the same

in at sheriff's sale, for account of T. Barrett's estate, but only in satisfaction of the judgments they may obtain against said Nichols, and without employing any other funds of the estate for this purpose, subsequently to divide all the lands of which the estate shall have acquired the entire interest, into proper tracts for plantations, to have lithographic descriptive plans of the same prepared and distributed in the city and country, to ascertain and regulate the titles thereof, to employ for the above described purposes, the assistance of progressional persons, and afterwards to sell the lands at public auction, according to the deliberations of the creditors, before N. B. Cenas, Notary Public, on the 15th, 16th, and 17th of June last, it being, however, well understood that the proceeds of the above mentioned property shall be distributed among the creditors according to the rank of their mortgages, in the same manner as if the mortgages had not been raised before the sales.

And the undersigned creditors, or agents of creditors, furthermore authorize Messrs. Thomas C. Magoffin and George Morgan, or either of them, to vote, deliberate, and give their opinion for the undersigned, and in their names, at any subsequent meetings of the creditors of Thomas Barrett, or Thomas Barrett & Co., according to the meaning and tenor of the premises.

NEW ORLEANS, *November 30th*, 1840.

P. Pm. Thos. Wilson & Co.
N. Lavergne.
C. Ad. Adams, Jr., Pres't Union Bk., La. (The word "witness" erased and "Adams, Jr.," interlined with pencil.)
Geo. Morgan, Pres't of the Mech's & Traders' Bank.
Amb'e Lanfear, as attorney for St. Priaulx, Bell & Grants, & Bowan, Johnstone, & Co.
J. O. Labarre, by M. V. Labarre.
N. Lavergne, Pres't Consolidated Association of the Planters of La.
A. M. Nathan.
Geo. B. Ogden, P't Canal Bk.
Jno. Hagan.
G. Yorke, Pres't Exch. & Bank'g Co.
Wm. C. C. Claiborne, Pres't Citizens' Bank.
Wm. G. Hewes, Pres't Com'cil Bk. of N. O.
J. W. Houston, Centr. Gas L't & Bk. Comp'y.
Isaac T. Preston, Att'y & Agent of the heirs and represent's of Wale Thompson. ("*Wade Hampton*" written with pencil.)
N. N. Wilkinson, as agent for Rogers, Rey, & Co.
G. Currie Duncan, Prest. N. O. & Carr. R. R. Co.
W. W. Worsley, Judg't Creditor, by his Att'y, L. C. Duncan.
Sam'l. J. Peters, P't City Bank.
Geo. Wildes & Co., pr. Att'y, John K. Gardner.

Louis Janin, being duly sworn, deposes that he is well acquainted with the handwriting and signature of Marville V. Labarre, having frequently seen him write and sign his name, and the signature of

the said M. V. Labarre, on the preceding page, is in his own proper handwriting.

Sworn to and subscribed before me, New Orleans, January 14th, 1841.

(Signed) LOUIS JANIN.

Sworn to and subscribed before me,

(Signed) N. B. CENAS, *Not. Pub.*

George Sherman being duly sworn, deposes that he is well acquainted with the handwriting of John R. Gardner, having frequently seen him write and sign his name; and that the signature of the said Gardner as attorney of Geo. Wildes & Co., on the preceding page, is in his own proper handwriting.

New Orleans, 14th January, 1841.

(Signed) GEORGE SHERMAN.

Sworn to and subscribed before me,

(Signed) N. B. CENAS, *Not. Pub.*

I certify the foregoing to be a true copy of the original power of attorney annexed to and mentioned in the proceeding, whereof a copy is hereto attached.

In faith whereof I grant these presents under my signature, and the impress of my seal of office, at New Orleans, this 25th day of January, 1841.

(Signed) N. B. CENAS, *Not. Pub.*

Petition for Homologation of Meeting of Creditors. Filed January 29th, 1841.

To the Ho'ble Charles Maurian, Judge of the Parish Court of the Parish of Orleans.

The petition of Thomas C. Magoffin and George Morgan, syndics of the creditors of Thomas Barrett and Thomas Barrett & Co., respectfully shows:

That in obedience to an order of this hon'ble Court of the 10th of December last, a meeting of the creditors of Thomas Barrett and Thomas Barrett & Co. has been held before H. B. Cenas, Not. Pub., on the 14th inst.; a copy of the proces verbal of which is annexed to and made a part of this petition: that at said meeting numerous creditors either attended in person or were represented under a power of attorney: that all those who thus appeared voted to clothe your petitioners with certain power, and authorized them to do certain acts, which they considered necessary for the advantageous settlement of said estates, and which are fully described in the said proces verbal:

Wherefore your petitioners pray that the said meeting of creditors

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be homologated, and that they may be authorized to do all the acts which they are empowered to do and perform by the aforesaid meeting of creditors.

L. PIERCE & L. JANIN,
Att'y for P't'rs.

(Signed) By L'S JANIN.

Order.

Let the within-mentioned meeting of creditors be homologated, and let the syndics be authorized to do and perform all the acts which they are authorized to do by the votes of creditors who appeared or were represented at the said meeting of creditors.

New Orleans, January 29th, 1841.

(Signed) CHARLES MAURIAN, *Judge.*

Petition for Homologation and Discharge of Meeting. Filed March 30th, 1842.

To the Ho'ble Parish Court of the Parish of Orleans.

The petition of Thomas C. Magoffin and George Morgan, syndics of the creditors of Thomas Barrett and Thomas Barrett & Co., respectfully shows:

That they herewith annex an account of the collections and disbursements made by them since their former account was filed.

Petitioners show that they have instituted or have been made parties to a considerable number of suits which are still pending, and in which no result has as yet been obtained: and they beg leave more particularly to refer to the action of partition instituted by them and now pending in this hon'ble Court against Robert Bell, in which the proceeds of a portion of a crop of sugar has by consent of parties been deposited in the City Bank, subject to the order of this hon'ble Court, and amounting to the sum of $\$4{,}551\frac{23}{100}$ exclusive of the interest since accrued:

And petitioners reserve the right of hereafter claiming the commission allowed by law on the sale made in said action of partition under a decree of this hon'ble Court, so far as said property belonged to the insolvent estate administered by them:

And petitioners represent that their private affairs compel them shortly to leave this State, whereby it will be out of their power to continue to act any longer as syndics of the aforesaid estate:

Wherefore they pray that the annexed account may be filed, that after the publications required by law, said account may be homologated and your petitioners discharged, and that a meeting of creditors may be ordered to be held before H. B. Cenas, Notary Pub., to elect a syndic or syndics in the place of petitioners.

(Signed) L. PIERCE & L. JANIN, *Att'ys.*

(Signed) By L'S JANIN.

Judgment Homologating Tableau and Ordering a Meeting of the Creditors.

On motion of L. Peirce and L's Janin, Esq'rs, of counsel for Thos. C. Magoffin and George Morgan, syndics of Thomas Barrett and Thomas Barrett & Co., filing an account: It is ordered that the persons interested show cause within ten days from the publication of this order why the said account should not be homologated, the funds distributed in accordance therewith, and the said syndics be discharged; and it is further ordered that a meeting of the creditors of Thomas Barrett and Thomas Barrett & Co., be held before H. B. Cenas, Notary Pub., on Wednesday, the 9th day of May next, to elect another syndic or syndics in the place of the said Thomas C. Magoffin and George Morgan, who have resigned.

New Orleans, March 30th, 1842.

Vote of Christopher Adams, Jr., Esq., at the Meeting of the Creditors, held on the 9th May, 1842.

Filed May 16th, 1842.

Christopher Adams, Jun'r, Esq'r, of this city, President of the "Union Bank of Louisiana," a duly incorporated institution of this State, and herein acting in his capacity as such by virtue of authority in him to that effect duly vested, who being duly sworn by me, notary, did depose and say: That the said institution is a creditor of the said insolvent, as will appear by reference to the declaration made by him, this deponent, at the meeting held before me, said notary, on the fifteenth day of June, eighteen hundred and forty, and the two following days; that the votes for James B. Hullin to be sole syndic in the place and stead of Thomas C. Magoffin and George Morgan, the former syndics, on the same terms and conditions on which the said late syndics were elected, and also with all the same powers which by the former meetings of the creditors of the said insolvents have been conferred on said late syndics, of all the proceedings of which meetings this appears, acknowledges himself fully cognizant, and particularly votes that the said James B. Hullin be dispensed from furnishing the security required by law to be given by syndics.

In faith whereof he hereunto subscribes his name.

(Signed) C. ADAMS, Jr., *President.*

Petition to Homologate Meeting of Creditors.

Filed May 20th, 1842.

To the Hon'ble Parish Court of the Parish of Orleans:—

The petition of Thomas C. Magoffin and George Morgan, and of James B. Hullin, all three of the city of New Orleans, respectfully shows, That by virtue of an order of the hon'ble Court, rendered on

the 4th of April last, on the petition of your petitioners, Thomas C. Magoffin and George Morgan, heretofore syndics of the creditors of Thomas Barrett and of Thomas Barrett & Co., a meeting of the creditors of said Thomas Barrett and of Thomas Barrett & Co. has been held on the 9th instant before H. B. Cenas, Not. Pub., a copy of the deliberations of which is hereto annexed; that from said deliberations it will appear that said creditors unanimously voted for the discharge prayed for by your petitioners, Thomas C. Magoffin and George Morgan, as syndics aforesaid, and that they further unanimously voted for your petitioner, James B. Hullen, as sole syndic of said creditors in the place of said Magoffin and Morgan, and on the same terms on which said first syndics were elected, to wit, with dispensation of security, and also with all the same powers which, by the former meetings of said creditors, were conferred on said former syndics of said creditors.

Wherefore your petitioners pray that the said meeting of creditors may be homologated, that the said Thomas Magoffin and George Morgan may be discharged from their functions and from all responsibility as syndics aforesaid, on paying over to the new syndic the balance of funds in their hands, which balance appears from the tableau lately filed by them, reserving to them, however, their claim for commissions on the interest of said Barrett in the Whitehall plantation to be settled in the partition suit of Barrett's Syndics *vs.* Bell, now pending in this honorable Court, and that the said James B. Hullen may be confirmed as syndic of the creditors of Thomas Barrett and Thomas Barrett & Co.

(Signed) L. PEIRCE & LS. JANIN,
Att'ys for Pet'rs.

(Signed) By LS. JANIN.

Order.

Let the within described meeting of creditors be homologated; let Thomas C. Magoffin and George Morgan be discharged from their functions as syndics on paying over to the parties legally entitled thereto the balances in their hands, reserving to them, however, whatever claim to commissions on the sale of the Whitehall plantation they may be entitled to, and let James B. Hullen be confirmed as sole syndic of the creditors of Thomas Barrett and of Thomas Barrett & Co.

New Orleans, May 20th, 1842.

(Signed) CHARLES MAURIAN, *Judge.*

STATE OF LOUISIANA,
Third District Court of New Orleans.

I hereby certify that the foregoing twenty-nine (29) pages do contain true and faithful copies of the originals on file, and an extract

from the meeting of creditors of the 15th and 17th June, 1840, also on file in the case entitled "Thomas Barrett *vs.* His Creditors, and the Creditors of Thomas Barrett & Co.," and instituted in the late Parish Court in and for the Parish and City of New Orleans, under the No. 12,836 of the Docket of said late Court.

In testimony whereof I have hereunto set my hand and affixed the seal of this Court, at the City of New Orleans, on the [SEAL.] 19th day of November, in the year of our Lord one thousand eight hundred and fifty-three, and in the 78th year of the Independence of the United States of America.

LOUIS R. COURTIN, *D'y Clk.*

Transcript from the State Court. Filed Nov. 19, 1853.

STATE OF LOUISIANA,
Third District Court of New Orleans.

SYNDICS OF THOS. BARRETT vs. ROBERT BELL. } No. 13,435. P. C.

Petition. Filed 18th Dec., 1840.

To the Honorable Chas. Maurian, Judge of the Parish Court of the Parish of Orleans.

The petition of Thos. C. Magoffin and George Morgan, Syndics of the creditors of Thomas Barrett, respectfully shows:

That by an act passed before Wm. Christy, notary public, on the 18th day of March, 1833, Thomas Barrett purchased from Leroy Pope, a plantation situated in the Parish of St. James, known by the name of Whitehall, about 22 leagues above the city of New Orleans, and composed of a front tract of land of about 26 arpents front on left bank of the river Mississippi, and $591\frac{67}{100}$ acres superficial extent, together with one hundred and forty-five slaves, the whole of which property is more fully described in the aforesaid notarial act, a copy whereof is annexed to and made a part of this petition.

That by an act under private signature of the 20th of March, 1833, entered into and signed by the said Thomas Barrett and Robert Bell, it was agreed that the aforesaid purchase should be for the joint account of the said Thomas Barrett and Robert Bell, in consideration of which the said Bell bound himself to pay one half of the price stipulated in the aforesaid notarial act, all of which will more fully appear from a copy of said act under private signature, certified by J. B. Marks, Notary Public in and for the Parish of Orleans, in whose office one of the originals of said private act has been deposited, which copy is annexed to and made a part of this petition.

That the said Thomas Barrett applied, on the 11th of May last, to this Honorable Court, for the benefit of the insolvent laws, and made a surrender of his property, including the aforesaid plantation, with 150 slaves; that at a meeting of the creditors of said Barrett, held on of June last, your petitioners were appointed the Syndics

of his creditors, and that for the purpose of settling the business of said insolvent's estate, it is necessary to proceed to liquidation of the aforesaid special partnership heretofore existing between the said Thomas Barrett and the said Robert Bell.

Petitioners show that whereas an action of partition has thus become indispensable, the said Robert Bell has consented that the same should be instituted in this Honorable Court, and agreed to waive the plea to the jurisdiction, and the said Bell having had the superintendence and management of said plantation and slaves, since they were purchased from Leroy Pope as aforesaid, and having still the possession and control thereof, has further agreed to send the whole of the present year's crop without delay to a person of his and your petitioner's mutual choice, in order that the same may be sold at public auction, and the proceeds thereof deposited in the Bank, subject to the decision of this Honorable Court in this action of partition.

Wherefore, your petitioners pray that experts may be appointed to appraise the aforesaid property, the plantation in block, and the slaves one by one, except children under the age of 10 years, who are to be appraised with their mothers.

That the Honorable Parish Judge and ex-officio Notary Public of the Parish of St. James may be ordered to make an inventory of said property, and to swear said experts; that the said Bell may be ordered to declare to the said Judge, and to have it stated in said inventory, which of said slaves still existing on said plantation, were mortgaged to Wade Hampton by an act passed by Leroy Pope, in favor of said Wade Hampton, before J. P. Fabore, Parish Judge of the Parish of St. James, on February 23d, 1830, and which of them were mortgaged by the said Leroy Pope to Wilcox & Fearn by an act passed before L. M. Tawney, Parish Judge of the said Parish of St. James, on April 9th, 1832, copies of which two acts are annexed to this petition, and also who the mothers of the young slaves are or were, and whether said mothers were embraced in the first or second of the aforesaid mortgages, and whether any, and what slaves now on said plantation were embraced in neither of the aforesaid mortgages, and when, and from whom, and by what titles they were acquired, and also what improvements, horses, mules, and other stock, and what agricultural implements there are on said plantation, whether any and what portion of this year's crop has been sent away, and what crop there is on hand.

And your petitioners further pray that the said inventory, when made, may be forthwith returned into this Honorable Court, and that thereafter such proceedings may be had as will lead to a legal, prompt, and final settlement of said partnership.

(Signed) L. PIERCE & LS. JANIN,
Att'ys for Pet'rs.

By LS. JANIN.

Service accepted. I accept service of the above petition.
New Orleans, Dec. 15th, 1840.

(Signed) R. BELL.

Order.

Let an inventory be made of the property owned in common between the parties by the Honorable J. J. Roman, Parish Judge and ex-officio Notary Public in and for the Parish of St. James, and let Noel Jourdan, Jr., and Victorin Roman be appointed appraisers thereof.

(Signed) CHARLES MAURIAN, *Judge.*

New Orleans, 18th December, 1840.

Record.

At the request of R. Bell. Filed 18th Dec., 1840.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that this day before me, Joseph Benzaken Marks, a Notary Public in and for this City and Parish of New Orleans, State of Louisiana, aforesaid, duly commissioned and qualified, personally came and appeared Mr. Robert Bell, of the Parish of St. James, in this State, who produced and exhibited to me a certain document written in the English language, and required me, the notary, to record the same in my current, and in compliance therewith I have transcribed the same, which is in the words and figures following, to wit:—

"It is agreed by and between Thomas Barrett and Robert Bell that the former shall sell to the latter one undivided half of the plantation called 'White Hall,' situated on the Mississippi, in the Parish of St. James, and also the undivided half of the negroes on the same, and of all the appurtenances thereunto belonging, being the plantation and negroes purchased by the said Thomas Barrett from Leroy Pope by act passed on the 18th day of March, 1833, and it is understood that the interest of the said Robert Bell in the said plantation and negroes commenced on the day of said purchase from Pope, and that he is subject to one-half of charges incurred for the said plantation and is entitled to one half of whatever the said plantation may have made since the said 18th March, 1853. The said Bell, as the consideration of said sale, is to assume one-half of the responsibilities of Mr. Barrett towards Wade Hampton and is to pay to the said Barrett one-half of the amount paid by him to Leroy Pope. The said sale is to be passed whenever either party may require it. There is a mulatto boy named George on 'White Hall,' standing in the name of Thomas Barrett, not included in the aforesaid sale of March, 1833, but changed in account to 'White Hall,' who is to be transferred with the others to R. Bell for an undivided half."

Passed at New Orleans, 20th March, 1833, in duplicate: any errors in this memorandum to be corrected at the time of making the sale.

THOS. BARRETT,
R. BELL.

Witness, JOHN MACREADY.

To which is attached the following certificate :—

I, the undersigned Parish Judge in and for the Parish of St. James and ex-officio Recorder of Mortgages therein, do hereby certify that I have this day hereby entered up the foregoing instrument under private signature upon the current book of notarial acts for the present year in my office, No. 115, pp. 251 and 252, and I further certify that I did not record the same in the record book of conventional mortgages in my office, said foregoing instrument under private signature wanting the formalities and requisites provided by article 2250 of the new civil code of Louisiana to produce any effect against creditors, or bona fide purchasers.

In testimony whereof I have hereunto set my hand and affixed the impress of my seal of office, at the Parish of St. James, this twenty-seventh day of June, eighteen hundred and thirty-nine, and the sixty-third year of the Independence of the United States of America.

[SEAL.] JEAN JACQUES ROMAN, *Judge.*

And now to these presents personally appeared and intervened Mr. John Macready, of this city, the witness to the original obligation between Thomas Barrett and R. Bell, and of which the foregoing is a copy, who, after having been duly sworn by me, notary, deposeth and saith, that he was present and saw the said Thomas Barrett and R. Bell sign said obligation, after having read the same, which document is now delivered to said Bell, who hereby acknowledges the receipt thereof.

Done and recorded in my office in the City of New Orleans aforesaid this first day of July, eighteen hundred and thirty-nine, in the presence of Daniel J. Ricardo and Theophile Commagere, witnesses of lawful age and domiciliated in this city, who hereunto sign their names with said appearers and me, said notary.

(Original signed) R. Bell, John Macready, D. J. Ricardo, Theo. Commagére.

JOS. B. MARKS, *Not. Pub.*

I certify the foregoing to be a true copy of the original act extant in my current register.

In faith whereof I grant these presents under my seal of office at New Orleans this twenty-second day of September, 1840.

(Signed) J. B. MARKS,
Not. Public.

Answer of R. Bell. Filed Dec. 18*th*, 1840.

PARISH COURT.

Robert Bell comes into Court, and for answer to the petition of plaintiff, he avers that he has no objection to make to the partition of the property owned in common between the estate of Thomas Barrett and himself, and prays that an inventory in due form be made of said property *preparatory* to the said partition.

This respondent further avers that said Barrett has received and sold the crops of said plantation and received the proceeds thereof, and has never rendered to this respondent an account of said sales. That on a settlement of said accounts he remains indebted to this respondent in a sum of sixteen thousand dollars or thereabouts.

He further avers that he has laid out and advanced himself liable for various sums of money for necessaries and supplies purchased for, and work and labor performed on said plantation, and other expenditures on account thereof, amounting to about fourteen thousand dollars, as will appear by an account thereof hereto annexed.

He avers that for the payment of all the above mentioned sums, he has a privilege on the interest of said Barrett in the partnership property and effects.

Wherefore he prays for a general settlement of the account and affairs of said partnership, and that he have judgment in his favor for such balance as may be found to be due to him, to be paid by privilege and preference out of the partnership property, and for such other relief as his case may require.

And your respondent, as in duty, &c.

(Signed) By C. M. CONRAD, *Att'y for Def't.*

Intervention of the Heirs of Hampton.

Filed 2d February, 1841.

To the Honorable Parish Court of the Parish and City of New Orleans:

The claim and intervention of Mary Hampton, John J. Preston, for his wife Caroline M. Preston, and John L. Manning, for his wife Susan F. Manning, all residing in the State of South Carolina, in the suit pending in this Honorable Court, wherein the syndics of Thomas Barrett are pl'ffs, and Robert Bell is defendant, respectfully shows: That your claimants are interested in said suit; they are creditors of the late firm of Barrett & Bell in the sum of one hundred thousand dollars, payable on the first day of January, 1850, and bearing six per cent. interest from the first day of January, 1841, payable annually on the first day of January of each and every year, and in the further sum of twenty-five thousand dollars for interest which has heretofore accrued, and expenses, all of which appears by the act of sale of the plantation called "White Hall," from the late General Wade Hampton to Leroy Pope, dated the 8th day of April, 1829, made before the late Hugh R. Gordon, Esq., Notary Public, and by the act of sale from Leroy Pope to Thos. Barrett, and the agreement between Barrett and Bell, and the accounts on file in this case.

By the act of sale from Hampton to Pope, the said Pope agreed moreover, as a consideration of the sale, to place upon the plantation to work and cultivate the same at least seventy working slaves, one-third of whom should be females; that said working slaves should

be exclusive of their children and future increase, and promised and obliged himself to mortgage and hypothecate in due and legal form to said Hampton, free and clear of all other debts, liens, mortgages, and incumbrances, to secure the said principal sum and interest, and also mortgaged the plantation and all future improvements upon it.

In pursuance of said agreement, said Pope did mortgage to said Wade Hampton by act before L. M. Taney, Esq., Parish Judge of St. James, on the day of February, 18 , seventy slaves and their children, amounting to thirty in number, at the time all described in the act of mortgage, an authentic copy of which is annexed hereto.

By the sale from Leroy Pope to Thomas Barrett, and the agreement between Barrett and Bell aforesaid, the said Pope in good faith required to them to do so, and they assumed all his obligations to Wade Hampton, and which assumption said Hampton afterwards accepted.

In compliance with said acts your claimants allege that it is indispensable to secure the debt due to your intervenors, that the plantation and all the slaves should be sold in block, subject to the above terms, that the vendee assume the payment of one hundred thousand dollars, payable on the first day of January, 1850, with six per cent. interest from the first day of January, 1841, the same payable annually, and the balance payable in cash, and further, that it should be taken as a term and condition of said sale, that the purchaser should mortgage and keep mortgaged on the plantation the *eighty-one slaves* admitted to be a part of those originally mortgaged to Wade Hampton, with all their present children and future increase, free and clear from all other mortgages, liens, and incumbrances whatsoever, to secure the aforesaid sum of one hundred thousand dollars, with all the interest that has or may accrue upon said debt.

And that your Honor would afford all other and further relief as the nature of the case may require. As in duty bound, &c.

(Signed) ISAAC T. PRESTON, *Att'y for Intervenors.*

Service accepted. Service accepted for Robt. Bell.

(Signed) G. M. CONRAD, *Att'y.*

Sale of Plantation by Wade Hampton to Leroy Pope.

Filed February 6th, 1841.

Be it known, that on this eighth day of April, in the year of our Lord one thousand eight hundred and twenty-nine, and fifty-third of the Independence of the United States of America, before me, Hugh K. Gordon, Notary Public in and for the Parish and City of New Orleans, State of Louisiana, duly commissioned and sworn, personally appeared General Wade Hampton, of the State of South Carolina, occasionally residing in this State, who declared that he has

sold, assigned, and transferred, and does by these presents sell, assign, transfer, and convey with full guarantee against all debts, liens, mortgages, and incumbrances whatsoever unto Leroy Pope, of Madison County, in the State of Alabama (the said party being also present and accepting), all and singular that certain tract or parcel of land established and cultivated as a sugar plantation situated in the Parish of St. James, in this State, on the left bank of the River Mississippi, about twenty leagues above this city, known by the name of White Hall, being of an irregular form, and composed of a front tract and a back tract: the front tract measuring about twenty-six arpents, six toises, and two feet front on the river by forty arpents deep, the lines closing towards the rear to thirty perches and sixty-eight chains in *breace*, and containing five hundred and ninety-one and sixty-seven hundred acres: the back tract adjoining the former in the rear, from whence it runs forty arpens in depth, the lines opening towards the rear and containing five hundred and ten acres; the said two tracts forming the plantation aforesaid, being the same which the said Wade Hampton acquired by purchase of Michel Doradon Bringier by an act passed before me, the said notary, dated the ninth day of February, in the year eighteen hundred and twenty-five, to the margin of which act a plan of said land is annexed and recorded, made by J. Wilson, Surveyor, dated the seventeenth day of December, eighteen hundred and twenty-two, and to which these presents refer, the said plantation being now sold together with all the buildings, improvements, rights, advantages, commodities, and appurtenances thereon and thereunto belonging as the same now stands, including the dwelling-house and all the furniture and utensils thereunto belonging, and all the oxes, waggons, carts, plough, gear, and so forth, belonging to the said establishment.

The slaves now living and employed thereon, with their private property and working tools, and the horses, and the next coming crop being all that the vendor shall remove from the said plantation: to have and to hold the said described plantation, with the buildings, improvements, and appurtenances aforesaid unto the said Leroy Pope, his heirs and assigns, to his and their only proper use and behoof forever: and the said Wade Hampton, for himself and his heirs, shall and will warrant and forever defend the said described land, with the buildings and improvements aforesaid, unto the said Leroy Pope, his heirs and assigns, against the lawful claim and claims of all and every person and persons whomsoever by these presents.

This sale is made for and in consideration of the sum of one hundred thousand dollars, payable in twenty years from the first day of January next ensuing (1830), with interest thereon at the rate of six per centum per annum, payable yearly throughout the said term, say on the first day of January in each year and until final payment of said principal sum, for which principal sum of one hundred thousand dollars, and the said yearly interest, the said Leroy Pope has made and subscribed his certain bond or obligation, dated this day,

and which being countersigned and identified with these presents by me, the notary, and delivered to the said vendor, receipt thereof is hereby acknowledged: and this sale is made for the further consideration that previous to, or during the month of February next ensuing, the said Leroy Pope shall, as by these presents he promises, and obliges himself and his heirs to place and put upon the said plantation, to work and cultivate the same, at least seventy working slaves, one-third of whom shall be females, and said working slaves shall be exclusive of their present children and future increase; which seventy working slaves, with their children and future increase, the said Leroy Pope promises and obliges himself and his heirs to mortgage and hypothecate in due legal form unto the said Wade Hampton, his heirs and assigns, free and clear of all other debts, liens, mortgages, and incumbrances, to secure the said principal sum and interest.

And also to secure the said principal sum and interest the said Leroy Pope declared that he does by these presents mortgage and hypothecate unto the said Wade Hampton, his heirs and assigns, the said described land with the buildings and improvements thereon and hereafter to be made thereon, promising and engaging not to alienate, deteriorate, or incumber the same to the prejudice of this mortgage. And whereas, no certificate has been produced in the premises from the recorder of mortgages for the said Parish of St. James to state what incumbrances, if any, exist on record therein in the name of the said vendor on the said described land. The said Wade Hampton, however, declared that he hereby stipulates that there exist no mortgages or incumbrance in his name against said described land, except the mortgage which he granted in favor of the President, Directors, and Company of the Bank of Louisiana, by an act passed before me, the said notary, dated the fourteenth day of February, eighteen hundred and twenty-five, on that and other property, to secure payment of a loan amounting to twenty-five thousand dollars, the balance of which now unpaid is five thousand five hundred dollars, and which balance the said Wade Hampton hereby promises and obligates himself and his heirs to pay off and have said mortgage released and cancelled at the falling due thereof without expense or enteriment to the present purchase, and therefore the said Leroy Pope hereby waives and dispenses with the above mentioned certificates and releases the undersigned notary from all liability for want thereof.

The said Wade Hampton further promises and agrees to deliver the said plantation, improvements, commodities, and appurtenances, as hereinbefore described and sold, and place the same in the possession of said Leroy Pope, his heirs or assigns, on or before the first day of February next ensuing.

This done and passed at the city of New Orleans aforesaid in the presence of Felix Pedesclaux and René Marchand, witnesses, who

hereunto subscribed their names with the parties and me, the notary.

(Signed) W. HAMPTON,
LEROY POPE,
F. PEDESCLAUX,
R. MARCHAND.
HUGH K. GORDON, *Not. Pub.*

A true copy from the original extant on the records of the late Hugh K. Gordon, a Notary, deceased; which records are now in my possession as his successor.

New Orleans, January 25th, 1834.

(Signed) H. PEDESCLAUX, *Not. Pub.*

Sale, from Leroy Pope to Thomas Barrett.

Filed December 18th, 1840.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that this day before me, William Christy, a notary public in and for the city and parish of New Orleans aforesaid, duly commissioned and qualified, personally came and appeared Leroy Pope, late of the State of Alabama, but at present a citizen of the parish of St. James in this State, who declared, that for the consideration hereinafter expressed, he does by these presents grant, bargain, sell, convey, transfer, assign, and set over with a full guarantee against all troubles, debts, mortgages, claims, evictions, donations, alienations, or other incumbrances whatsoever (with the exceptions hereinafter named), unto Thos. Barrett, of this city, present accepting and purchasing for himself, his heirs and assigns, and acknowledging delivery and possession thereof, the following described property, to wit, all and singular that certain tract or portion of land established and cultivated as a sugar plantation situate in the said parish of St. James on the left bank of the river Mississippi, about twenty-two leagues above this city, known by the name of "White Hall," being of an irregular form, and composed of a front and a back tract, the front tract measuring about twenty-six arpents, six toises, and two feet front on the river by forty arpents in depth, the lines closing towards the rear to thirty perches and sixty-eight chains in width, and containing five hundred and ninety-one acres and sixty-seven hundredths of an acre, the back tract, which adjoins the above described in the rear, from which it runs forty arpents in depth, the lines opening towards the rear, and contains five hundred and ten acres; which two tracts compose the aforesaid plantation, and which the said Pope purchased from General Wade Hampton by an act passed before H. K. Gordon, late a notary public in this city, on the eighth day of April, 1829, and which is now sold togegether, with the buildings and improvements thereon, rights, privi-

leges, customs, servitudes, ways, and appurtenances thereunto belonging, or in anywise appertaining, and all the farming utensils and stock, consisting of horses, oxen, cattle, sheep, hogs, wagon, carts, ploughs, spades, hoes, axes, &c., such as they were on the twentieth day of December last, with the exception of one gig, household furniture, and three horses, which the said Pope reserved for himself.

Also one hundred and forty-five slaves which are on the said plantation, and which are of the description following, to wit:

Names.	Age.	Sex.	Names.	Age.	Sex.
Randall	32	Male.	Peter *apuon*	35	Male.
Yorke	26	do.	John	23	do.
Harry	21	do.	Archer	22	do.
Peter W.	24	do.	Rolla	25	do.
Sam D.	20	do.	Bedford	16	do.
Yorke H.	24	do.	Sam L.	15	do.
Washington	21	do.	Daniel	22	do.
Joe	21	do.	Bob	20	do.
Fred	21	do.	Davy	15	do.
Lewis	20	do.	Cyrus	16	do.
James B.	28	do.	George	16	do.
Sam	35	do.	Simon	15	do.
Dennis	28	do.	Miles	13	do.
Rogers	27	do.	George	12	do.
Brister	25	do.	William	12	do.
Willis	24	do.	Joe	12	do.
Sam B.	26	do.	Miles	60	do.
Saul	28	do.	Yellow Ben	30	do.
Clemen	28	do.	Ned B.	50	do.
Sam H.	26	do.	Peter Mark	40	do.
Big Ben	27	do.	Abram	55	do.
Jacob	35	do.	Hale	60	do.
Arthur	28	do.	Isaac	60	do.
James Y.	28	do.	Gunner Peter	60	do.
Richard	21	do.	Boson	50	do.
Dolly	26	Female.	Mary	17	Female.
Eliza	25	do.	Peggy	50	do.
Margaret	24	do.	Mary	36	do.
Crecy	23	do.	Amy	18	do.
Maria	26	do.	Nancy (lame)	35	do.
Kersiah	25	do.	Lotty	35	do.
Polly R.	26	do.	Patty	22	do.
Fanny H.	30	do.	Maria	22	do.
Fanny J.	50	do.	Henny	30	do.
Luckey	20	do.	Allina	35	do.
Luckey L.	35	do.	Anny	60	do.
Maria	36	do.	Milly G.	55	do.

Names.	Age.	Sex.	Names.	Age.	Sex.
Charity	35	Female.	Lotty	15	Female.
Oggy	18	do.	Caroline	12	do.
Venus	55	do.	Eliza	13	do.
Mymoor	60	do.	Martha	15	do.
Milley	24	do.	Betsey	12	do.
Maria J.	19	do.	Celia	12	do.
Hannah	37	do.	Rose	12	do.
Arcellina	20	do.	Louisa	16	do.

Children.

Names.	Age.	Names.	Age.
Sarah	3 to 4	John	6
Lucinda	8	Chilet	2
Rosanna	6	Amelia	8
William	4	Mary Jane	1
Ananias	3½	Miles	6
Alfred	6	Letty	1½
Leroy	5	Joe	1½
Flora	5	Jefferson	3
Robert	3	Juliana	7
Sarah	3	Nelson	4
Rina	7	Jones	4
Philip	5	Harrison	8
Sarah	1	Ned	6½
Smith	1	Alfred	1¼
Esther	4	Matilda	6½
Ananias	2	John	5
George	5 to 6	Edmond	3½
Melinda	3 to 4	Peter	2
Yorke	10	Martha	1
Anny	2 ms.	Cyana	8
Harry	8	Lucy W.	7
Emmanuel	8 to 9	Robert	6
Julia	5	Frances and Emily	4
Thomas	1	Jacob	11
Allen	8	Five infants, making 145 in all.	

To have and to hold the said plantation slaves, &c., unto the said purchaser, his heirs and assigns, to their proper use and behoof forever; and the said vendor, for himself and his heirs, the said plantation, slaves, &c., to the said purchaser, his heirs and assigns, shall and will warrant and forever defend against the lawful claims of all persons whomsoever by these presents; and the said vendor does moreover subrogate the said purchaser to all the rights and actions of warranty which he himself has or may have against his vendor, or against the vendors of his vendor, fully authorizing the said

purchaser to exercise the said rights and actions in the same manner as he *as he* himself might or could have done.

This sale is made for and in consideration of the sum of one hundred and fifty-one thousand and thirty-four dollars, which is to be paid in the manner following, to wit: the said purchaser hereby assumes the payment of a bond or obligation for the sum of one hundred thousand dollars drawed by the said Pope in favor of the said Wade Hampton, dated on the said eighth day of April, 1829, and made payable twenty years after date, which bond or obligation bears an interest on the face thereof, at the rate of 6 per cent. per annum, which interest is to be paid annually on the first day of January of each and every year, and which interest the said purchaser also obligates and binds himself to pay from the first day of January last, for and during the whole of the remaining term of the said twenty years, agreeably to the terms and conditions set forth in the said sale of the said plantation, from the said Wade Hampton to the said Pope, which sale the said purchaser acknowledges he has seen, and hereby obligates and binds himself unto the said Pope to hold him harmless in every respect against the claim of the said Hampton on the said plantation, and seventy of the said slaves, to secure the payment of his said obligation, and interest thereon as aforesaid.

And the said purchaser, moreover, assumes the payment of fifteen thousand eight hundred and thirty-one dollars and seventy-six cents, which the said Pope owes to Jacob Wilcox and Robert Fearn of this city, merchants, and to secure the payment of which thirty-nine of the above named slaves are mortgaged; and the said purchaser also obligates and binds himself unto the said Pope to hold him harmless against the said debt and mortgage.

And the balance of thirty-five thousand two hundred and two dollars and twenty-four cents is to be paid in the settlement of the accounts now existing between the said vendor and the said purchaser, and which will, as the parties suppose, result in the said Pope's being indebted to the said purchaser in a sum about equal to this balance.

And the said Pope now declared that the above described plantation and slaves are subject to no other mortgage, to his knowledge, except the three hereinbefore referred to; that is to say, two to the said Wade Hampton: 1st, on the said plantation given by a clause in his said act of purchase, and 2d, the one given on seventy of the said slaves by an act passed before Joseph Paul Fabre, Judge of the said Parish of St. James, on the 23d day of February, 1830, and 3d, the one in favor of the said Wilcox and Fearns as aforesaid.

And the said purchaser does by these presents dispense with the production of a certificate from the Mortgage office for the said Parish of St. James, to be annexed to this act as required by article 3328 of the Civil Code, showing the mortgages, if any, which exist on the said plantation and slaves, and he moreover exonerates me, the notary, from all and every kind of responsibility whatsoever which I may

have incurred by passing this act without the production of such certificate.

And before closing this act the said parties having gone into a settlement of the above named account, declared that they found that the *the* said purchaser, or to John Flagan & Co. (of which the said purchaser is a member) in the sum of seven thousand two hundred and eighty-three dollars and forty-nine cents, which he, the said Pope, hereby acknowledges to be due to the said purchaser from him as aforesaid.

Thus done and passed in my office, at the City of New Orleans aforesaid, in the presence of W. Finney and W. N. Hull, witnesses of lawful age who hereunto sign their names together with the said parties and me, said Notary, this eighteenth day of March, eighteen hundred and thirty-three.

Original (signed) LEROY POPE,
THOMAS BARRETT,
W. FINNEY,
W. N. HULL.
WM. CHRISTY,
Not. Pub.

I certify the foregoing to be a true copy of the original act. In faith whereof I grant these presents under my signature and seal of office at New Orleans this 23d day of January, 1834.

[SEAL.] (Signed) WM. CHRISTY, *Not. Pub.*

I, the undersigned, Parish Judge in and for the Parish of Saint James, do hereby certify the foregoing to have been literally transcribed in the current register of notarial act No. 87, pp. 141 to 145, and also substantially subscribed in the record book B of conventional mortgages and legal ones No. 506, pp. 386 in my office, both which were so recorded the twenty-first day of March, eighteen hundred and thirty-three, by my predecessor late L. M. Taney, then Parish Judge, ex-officio Notary Public and Recorder of Mortgages in and for said Parish of Saint James.

In testimony whereof I have hereunto set my hand and affixed the impress of my seal of office, this sixteenth day of November, in the year of our Lord one thousand eight hundred and forty, and the sixty-fifth year of the Independence of the United States of America.

(Signed) JEAN JACQUES ROMAN,
Parish Judge in and for the Parish of St. James.

Order of Court.

STATE OF LOUISIANA,
Parish Court for the Parish and City of New Orleans.

February 6th, 1841.

The rule taken by the syndics of Thomas Barrett against Robert

Bell, the representatives of Hampton intervening, came on this day to be tried—

L. JANIN, Esq., for Syndics;
C. M. CONRAD, Esq., for Bell;
J. T. PRESTON, Esq., for Intervenors;

when, after hearing the evidence and arguments of Counsel: It is ordered, adjudged and decreed that the inventory made and filed in this case be approved and homologated, and it is further ordered that the plantation called "White Hall," described in said inventory, and the ninety-nine slaves described in said inventory, also two others named Tom, seven years of age, and Burges, five years of age, omitted in the inventory by mistake, shall be sold by the Sheriff of the Parish of St. James, on the premises, after thirty days advertisements, according to law, together and in block, and upon the following terms and conditions: That the vendee shall assume the payment to Mary Hampton, John S. Preston and wife, and John L. Manning and wife, of one hundred thousand dollars, payable on the first day of January, 1850, with six per cent. interest from the 1st day of January, 1841, payable annually on the first day of January of each and every year, and the balance payable in cash; and further, that it should be taken as a term and condition of the sale that the purchaser should specially mortgage and keep mortgaged on the plantation to the said intervenors, their heirs and assigns, the eighty-one slaves first described in said inventory; also two others, named Tom, and Burges, with all their future increase, free and clear of all other mortgages, liens and incumbrances whatsoever, to secure the aforesaid sum of one hundred thousand dollars, and all interest that he has or may accrue upon the same. It is further ordered that the slaves numbered in the inventory from one hundred to one hundred and twenty inclusive, be excluded from the sale, the Court being satisfied, that they are the private property of Robert Bell, and form no portion of the copartnership property.

New Orleans, March 2d, 1841.

(Signed) CHARLES MAURIAN, *Judge.*

[A true copy.]

Clerk's Office, New Orleans, March 2d, 1841.

(Signed) LOUIS R. COURTIN,
D'y Clerk.

Return of Sheriff. Filed May 20th, 1841.

STATE OF LOUISIANA,
Parish of St. James.

By virtue of the judgment and an order of the Parish Court of the Parish and city of New Orleans, herewith returned, I, Arnaud Le

Bourgeois, sheriff of the Parish of St. James, did cause the advertisements of which a copy is herewith returned, to be posted up in the English and French language at the door of the Court House of the Parish of St. James, also at the door of the Church and Post-office of said Parish, and also to be published in the Planters' Advocate, Donaldsonville, being the newspaper published nearest the place of sale, during thirty full days; and in pursuance of said judgment and order of Court and of said advertisement, on the 12th day of May, 1841, at 10 o'clock A. M., on the plantation called White Hall, I produced, and read to the persons present, the certificate of mortgages herewith returned, and also the said advertisement, and thereupon offered the property described in said advertisement at auction, and after publicly crying the the same at length of time, until no higher bid could be obtained, I did publicly adjudicated all the property described in said advertisements to Isaac T. Preston, for Mary Hampton, John S. Preston and Wife, and John Manning and Wife, heirs and representatives of General Wade Hampton, the last and highest bidder for the same, for the sum of one hundred and sixteen thousand dollars, to wit, one hundred thousand dollars in the bond of Leroy Pope, payable the first day of January 1850, and bearing interest at the rate of six per cent. per annum, payable annually from the 1st day of January 1841, which I herewith return into, and the balance of the purchase money, to wit, the sum of sixteen thousand dollars, I left in the hands of the purchaser; it appearing by the certificate of the Recorder of Mortgages that they held the first mortgage for all arrearages of interest.

In faith whereof I have hereunto set my hand and seal this 13th day of May, 1841.

(Signed) ARNAUD LE BOURGEOIS,
Sheriff of the Parish of St. James.

Sheriff's Fees and Charges.

Commission on $116,000					
" $500	@ $2.50	per cent.			$12.50
" 1000	" 2.	"	"		20.00
" 5000	" 1.50	"	"		75.00
" 109.500	75	"	"		821.25
Donaldson, Printer					60.00
Four notices advertisement,					40.00
Certificate of Mortgages,					7.50
					$1036.25

For services rendered in the keeping, and shipping Thomas Barrett's sugar, in pursuance of three *inductions* of Court in 1840. $350.00

$1386.25

(Signed) ARNAUD LE BOURGEOIS,
Sheriff of the Parish of St. James.

Rule.

PARISH COURT
for the Parish and City of New Orleans.
June 21st, 1841.

On motion of Isaac T. Preston Esq., of counsel for the heirs of Wade Hampton: It is ordered that the plaintiffs and defendants show cause on Saturday next, the 26th instant, at ½ past nine o'clock A. M., why the demand of the said heirs against the partnership of Barrett and Bell should not be liquidated at the sum of $11,248 11½, with legal interest from 12th day of May, 1841, according to the account herewith filed, and why the same should not be paid out of any monies belonging to the partnership.

Extract from the minutes. Clerk's office, June 22d, 1841.

(Signed) H. PITOT,
D'y Clerk.

Return.

Received 22d June, 1841, and on the 23d served copy of the within rule on S. Morgan and Thos. C. Magoffin, by leaving the same with Mr. L. Janin, their attorney, who accepted the service, and on R. Bell, through his attorney, Mr. C. M. Conrad, his attorney.

Returned 25 June, 1841.

(Signed) A. MURPHY,
D'y Sheriff.

SYNDICS OF THOS. BARRETT
vs.
ROBERT BELL. } No. 13,435.

STATE OF LOUISIANA,
Parish Court for the Parish and City of New Orleans.

By virtue of an order and judgment of the Parish Court of the Parish and City of New Orleans, dated the second day of March, 1841, in the above entitled suit, I will offer for sale in block, to the highest and last bidder, on the premises of defendant, on the 12th day of May next, at ten o'clock A. M., all the following property, to wit:—

1st. A certain tract or parcel of land, known by the name of White Hall, established and cultivated as a sugar plantation, situated in the parish of St. James, and on the left bank of the River Mississippi, about twenty-two leagues above the City of New Orleans, being of an irregular form, and composed of a front tract and back tract, the front tract measuring about twenty-six arpents, six toises, and two feet front on the river, by forty arpents deep, the line closing towards the rear to thirty perches and sixty-eight chains in breadth, and containing 591 $\frac{67}{100}$ acres, the back tract adjoining the former in the rear, from whence it runs forty arpents in depth, the lines

opening towards the rear, and containing 510 acres: the said tracts forming the plantation aforesaid, bounded above by property of Widow Bringier, and below by that of Alexander Melançon, with all and singular the buildings and improvements thereon, together with all the horses, oxen, mules, sheep, cattle, plough, carts, and tools of every description, now in use for the cultivation of said plantation.

2d. Also the following named slaves, to wit:—

	Years.		Years.
1. Dennis, son of Nelly, an American negro,	20	59. Suckey, an American negro woman, about	25
2. Bedford, do. do. do.	22	60. And her two children 4	
3. Saul, do. do. do.	18	(61) years old, and Alfred, an infant.	
4. Miles, American negro, a rough carpenter,	55	62. Mills, Jr., an American negro man slave,	18
5. Nelly, mother of Dennis, American negress,	50	63. York, a driver, son of Mary, about	30
6. Jim, an American negro slave about	35	64. Milly, an American light colored woman,	25
7. Maria, an American negro woman,	30	65. And her five children	
8. And her son, under 4 years of age.		(66) under ten years old, named York, 9 years, Eliza, eight years, Abra-	
9. William, son of said Maria, about	13	(67) ham seven years, Lewis,	
10. Phil, do. do. do.	11	(68) 4 years, and Allick, an	
11. Joseph, an American negro slave, do.	30	(69) infant.	
12. Rogers, do. do. do.	35	70. Georges, son of said Milly, mulatto boy,	10
13. Delly, his wife, American negro woman,	30	71. Melinda, daughter of said Milly, negro girl,	11
14. Fanny, an American negro woman,	35	72. Peter, a Guinea negro man slave,	60
15. George, son of said Fanny, about	22	73. Mimoon, his wife, an African negro woman,	50
16. Sam, son do. do. do.	20	74. Hary (sickly), an American negro slave,	35
17. Ben, an American black man slave,	40	75. Priston, an do. do. do.	35
18. Rilsey, his wife, about	30	76. Pricon, do. do. do.	25
19. And her three children, under ten years old, viz: Eliza, an infant, and Nancy and Helsey, both 8 years old.		77. Willis, do. do. do.	30
		78. Washington do. do. do.	25
		79. Sim (ruptured), do. mulatto do.,	35
22. Smith, son of said Rilsey, about	16	80. Nancy, an American woman (lamed),	40
23. Caser, do. do. do.	13	81. And Sally and her daughter, aged 4 years.	

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	Years.
24. Annanias, do. do. do.	11
25. Ben, an American mulatto slave,	40
26. Lisette, his daughter, whose mother dead,	6
27. Betty, a mulatto woman slave,	13
28. Manuel, a mulatto slave,	17
29. Juliette, American mulatto girl,	11
30. Len, American negro man (ruptured),	35
31. Cressy, his wife, American negro woman,	30
32. And her children, Margarite, 4 years, and Sam, an infant 1 year old.	
33. Sam, an infant 1 year old.	
34. Ned, an American negro slave,	45
35. Suckey, his wife, a light col'd American woman,	40
36. Jefferson, a mulatto boy, son of Suckey,	13
37. Wilson, a mulatto girl, daughter of said Suckey,	11
38. Juliana, do. do. do.	12
39. Bob, an American negro man slave,	30
40. Beson, an African do.	50
41. Venus " woman slave,	45
42. Joe, son of Venus, negro man slave,	35
43. Aggy, daughter of Venus, a negro woman,	22
44. Sed, an American negro man,	22
45. Rina, daughter of Maria, a negro woman,	17
46. Peter, an African negro man slave,	40
47. Abraham, an American negro slave,	50
48. Anny, an American wo-	

	Years.
82. Amey, daughter of said Nancy, negro woman,	25
83. Latty, daughter of Amey, do. do.,	19
84. Louisiana, do. do. Nancy,	18
85. Rosanna, do. do. do.,	16
86. Caroline, a light-colored negro woman,	20
87. And her son Isaac, 4 years old.	
88. Rose, an American negro woman,	50
89. Sarah, an American do. girl,	16
90. Patty, an do. do. woman,	27
91. Randall, an American negro man,	35
92. Eliza, an American woman slave,	30
93. And her six children, under ten years of age, viz:—	
94. Francis and Amily, both (95) nine years old, Caroline, 5 years old.	
96. Cæsar, 3 years old,	
97. Henry, 2 years old, and	
98. Bounty (insane).	
99.	
100. Lucy, daughter of said Eliza, a negro girl,	13
101. Robert, son of said Eliza, a negro boy,	10
102. Saul, an American negro man slave,	35
103. Winney, an American negro woman slave,	30
104. And her three children, under ten years old, viz:—	
105. Wlyatte, 2 years old,	
106. Bedford, 1 year old, and Leroy, an infant.	

	Years.		Years.
man slave, mother of Bedford.		107. Davy, son of said Winney, a negro boy,	19
49. Lewis, son of said Anny, about	25	108. William, son of said Winney, do.,	15
50. Raseigh, an American negro man slave,	30	109. Patzy, daughter of said Winney, and mother of Jenny, 1 year old, and of	
51. York, an American negro slave,	27	110. Nelly, an infant.	
52. Archibald, do. do.	26	111. Letty, daughter of Hannah, a negro girl,	12
53. Peter (ruptured), do.	35	112. Maria, an American negro slave,	25
54. Sam, do. do.	28	113. Mary, do. do. do.	19
55. Hannah, do. do. woman,	35	114. And her two children, viz:—	
56. And her two children, under ten years of age,		115. Harriett, two years old, and Celly, an infant.	
(57), viz: Jones, 3 years old, and Pleasant.		116. Louisa, an American negro woman,	21
58. Miles, son of Hannah, a negro boy,	13	117. And her infant daughter, Rebecca.	

All according to an inventory made by the Parish Judge of the Parish of St. James on the 13th day of January, 1841, and on file in this office.

Terms and Conditions of the Sale.

The purchaser shall assume the payment to Mary Hampton, John S. Preston and wife, and John L. Manning and wife, of one hundred thousand dollars, payable on the first day of January, 1850, with six per cent. interest from the 1st day of January, 1841, payable annually on the 1st day of January of each and every year, and the balance payable in cash: And that the purchaser shall specially mortgage and keep mortgaged, on the said plantation, to the said Mary Hampton, John S. Preston and wife, and John S. Manning and wife, their heirs and assigns, the eighty-one slaves first described in said inventory, with all their future increase, free and clear from all other mortgages, liens, and incumbrances whatsoever, to secure the aforesaid sum of one hundred thousand dollars, with all interest, to become one of the same hereafter.

Parish of St. James, April 10th, 1841.

(Signed) ARNAUD LE BURGEOIS, *Sheriff.*

Account with the Heirs of W. Hampton. *Filed June* 21, 1841.

New Orleans, 1841.

Mrs. Thomas Barrett & Rob't Bell, To the heirs of Ga'l Wade Hampton.	Cr.	Dr.
To balance on three executions in the suit No. 12,792 in the District Court First District of Louisiana, in the case of Mary Hampton *vs.* Thomas Barrett,		$10,000 00
To interest on $2,500 from including the 23d Dec'r, 1839, to 1st January, 1841, @ 5 per cent. per annum, being one year and nine days,		128 08
To interest on $2,500 from including the 13th January, 1841, @ 5 p. c., being 353,		120 89
To interest on $2,500 from including the 23d January, 1840, to 1st Jan'y, 1841, @ 5 per cent., being 343,		117 46
To interest on $2,500 from including the 4th Feb'y, 1840, to 1st Jan'y, 1841, @ 5 per cent., being 332 days,		113 69
To amount of judgment in District Court in cause No. 13,561,		6,000
To interest on the same from 19th Jan'y, 1837, to the 1st Jan'y, 1841, @ 5 per cent., viz., 3 years and 346 d'ys,		1,184 31
To clerk of District Court, fees, $57 62; sheriff of the Parish of Orleans, fees, $5 75; parish tax, $15,		78 37
To amount of judgment in District Court, in cause No. 15,290,		6,000
To interest on the same from the 1st Feb'y, 1838, to 1st January, 1841, being 2 years and 334 days @ 5 per cent.,		874 57½
		$24,617 37½
To amount of account brought over leaf,		24,617 37½
To clerk of District Court, fees, $40; sheriff of the parish of Orleans, $5 50; parish tax, $15,		60 50
To amount of judgment in District Court, in cause No. 17,143,		6,000
To interest on the same, from the 24th		

	Cr.	Dr.
January, 1839, to 1st January, 1841, being 1 year 341 days @ 5 per cent.,		580 27
To clerk of District Court, fees, $37; sheriff of the Parish of Orleans, $10; parish tax, $15,		62
To cash paid to the sheriff of the Parish of St. James, for services rendered in keeping and shipping sugar at your plantation, serving 3 notices and returning 3 executions, in all,		426 50
To instalment of interest, which became due on Pope's bond on 1st January, 1840,		6,000
To one year's interest on said bond due 1st Jan'y, 1841, @ 5 per cent.,		300
To interest on Mr. W. G. Harrison's draft for $4,000, dated 10th March, and payable at 60 days after sight, say 20th May, 1840, and endorsed by John C. Harrison, say 70 days, @ 5 per cent.,		38 46
To interest on Pope's bond, due 1st January, 1841,		6,000
To costs of Circuit Court United States and also marshal's fees,		175
Credit.		
By notes of Ogden & Southgate, endorsed by William Harrison, due 4th March, 1840,	$10,668	
By drafts on proceeds of sugar in Baltimore, in favor of Mrs. Hampton, 14th March, 1840,	2,000	
To amount brought,	$12,668	$44,260 10½
By acceptance of Mr. Harrison, 14th March, 1840,	2,800	
By acceptance of a draft on Mr. W. G. Harrison, 10th March, 1840, endorsed by Mr. John C. Harrison, @ 60 days after sight, say 20th May, 1840,	4,000	
Balance brought from Dr. side and carried forward,	24,792 10½	
	$44,260 10½	$44,260 10½
To cash brought down from Cr. side		

	Cr.	Dr.
and due to Mary Hampton & others in said suit,		24,792 10½
To interest on the same from the 1st January, 1841, to the 12th May, 1841, @ 5 per cent.,		451 68
To interest on L. Pope's bond from the 1st January, 1841, to 12 May, 1841, @ 6 per cent.,		2,186 33
To amount of Le Roy Pope's bond,		100,000
By the price of the plantation called White Hall, and 117 slaves adjudicated to the heirs of Hampton, by the sheriff of the Parish of St. James, the 12th of May, 1841,	116,000	
To cash paid to Mr. Henen, clerk of the U. S. Circuit Court, for cost in cause No. 561,		18
By amount to be credited in this accp. and which is to be, or has been paid out of the fund in court, being the clerk's fees in the three suits, Nos. 13,561, 15,290, and 17,143 in District Court,	200	
Balance brought from Dr. side, and due to the heirs of Hampton,	11,248 11½	
Balance due to the heirs of G. Hampton,		11,248 11½
To interest on the same at six per cent., since 12th May, 1841,		

Judgment on Intervention.

STATE OF LOUISIANA,

Parish Court in and for the Parish and City of New Orleans.

April 23d, 1844.

This cause came on this day for trial before the Court. L. Janin, Esq'r, for pl'ff; J. T. Preston, Esq'r, for heirs of Hampton; Conrad & Ogden, Esq'r, for R. Bell.

This cause having been regularly called for trial, the heirs of Hampton offered evidence in support of their intervention and their account filed 21st June, 1841, when, the Court being fully satisfied by the evidence that after crediting the amount of their purchase of the slaves and plantation called White Hall, under the orders of this Court, on the 12th day of May, 1841, to wit, $116,000, one hundred and sixteen thousand dollars, that there remained a balance due to them by the partnership of Thomas Barrett and Robert Bell, of $11,248 11½, eleven thousand two hundred and forty-eight 11½ dollars at that date: It is ordered, adjudged, and decreed that there be judgment in favor of the heirs of Hampton, intervenors in this

suit, against Mrs. Caroline Bell, heir of Robert Bell, and J. B. Hullen, syndic of Thomas Barrett, the representatives of said partnership of Barrett and Bell, for the sum of eleven thousand two hundred and forty-eight dollars and eleven and a half cents ($11,248 11½), with interest, at six per cent., from the said 12th of May, 1841, until paid, and costs.

New Orleans, April 27th, 1844.

(Signed) CHARLES MAURIAN, *Judge.*

Judgment.

STATE OF LOUISIANA,

Parish Court in and for the Parish and City of New Orleans.

December 10th, 1845.

This action was instituted to effect the partition by sale of plantation with the slaves and other appurtenances thereto attached, situated in the Parish of St. James, and belonging in equal halves to Barrett's Estate, and to R. Bell. The heirs of Hampton being mortgage creditors, intervened and claimed a privilege on all the partnership's assets. Their claim was liquidated by an interlocutory judgment of the 23d of April, 1844, and decided to amount to one hundred and twenty-seven thousand two hundred and forty-eight 11½ dollars ($127,248 11½), and their privilege as partnership creditors on the assets of the partnership was acknowledged. (C. C., Art. 2794.) By consent of parties the property was sold on May 12th, 1841, and bought in by Hampton's heirs for $117,000, one hundred and seventeen thousand dollars, for cash. The price was retained by the purchasers on account of their mortgage and privilege, subject to the decision of this Court.

After the institution of this suit, and previous to the sale of the property, a crop of sugar was sold—a portion of it was sold by the syndic, and the proceeds deposited in the City Bank subject to the order of this Court. The sum so deposited amounts, with the interest allowed by the Bank, to five thousand three hundred and twenty-eight $\frac{65}{100}$ dollars. By consent of parties five orders have been made by the Court, to pay out of this fund the costs of their suit and of the sale of the property. Thus the amount in Bank has been reduced to three thousand six hundred and eighty-three $\frac{62}{100}$ dollars, which may be slightly increased by the remaining interest.

The greater part of the crop was sold by Bell himself, and netted twenty-two thousand one hundred and four $\frac{54}{100}$ dollars. Bell filed an account in which he debited himself with this sum, and showed that he had applied nearly the whole of it to the payment of privileged partnership debts, leaving him in debt to Barrett's estate in the sum of eighteen hundred and fifty-three $\frac{95}{100}$ dollars. It appears that all the partnership creditors have been paid, with the exception of Hampton's heirs, and these heirs approve Bell's account as between Bar-

rett's and Bell's representatives; the partnership account is of great simplicity, and they have, therefore, chosen to settle before the Court without resorting to a notary. Barrett's syndic admits all the items in Bell's account, except two claims of eleven hundred and sixty-five dollars, and four hundred and thirty-three $\frac{33}{100}$ dollars, charged for the hire of the slaves designated in the inventory of the partnership property by Nos. 100 and 120, and claimed by Bell as his private property. The syndic does not contest the amount or value of the hire of these slaves, but contends that they are partnership property, and that, therefore, the partnership is not chargeable with this hire. But as the syndic has set up their claim to the ownership of the undivided half of these slaves in a supplemental petition, which the Court has held to be inadmissible, this claim must be disregarded.

The only matter still undecided in this suit, is the syndic claim for commissions and for the fees of counsel who conducted this suit for him. The syndic claims five per cent. commission on the portion of the property belonging to Barrett's estate; this property is:—

1st. One-half of the price for which the plantation and slaves were sold to Hampton's heirs ($117,000),	$58,500
2d. One-half of the money deposited in the City Bank, $5,328 32½,	2,664 52½
3d. The amount acknowledged by Bell to be due to Barrett's estate,	1,853 95
4. One-half of the portion of the partnership crop which was sold by Bell, and applied to the payment of the partnership debts ($22,104 57),	11,052 27
	$74,070 74½

The commissions on this sum of $74,070 74½ amount to $3,703 53. In regard to the fee of the syndic's counsel, it has been proved by F. B. Conrad, Esq., the counsel engaged in the suit on behalf of Bell, that the proceedings were very troublesome and required much labor, and that $2000 would be a moderate fee. The evidence also shows that Barrett's estate has no movable property and that all its immovable property is subject to many mortgages. If these commissions and fees are due at all they must be paid out of the property which is the subject of this suit. For it is in the administration of this property that the services were rendered, and those of Barrett's creditors whose mortgages bear upon other property, cannot be made to contribute for services by which they were not benefited. Such charges are a special privilege upon the property for which they were incurred. But Hampton's heirs deny the validity of this claim, and assert that as they are partnership creditors, they must be referred upon the partnership funds. (C. C., Art. 2794.) To this it may be replied that these charges are a partnership debt bearing only upon Barrett's portion of the partnership property,

they are expenses incurred for the settlement of the partnership. Art. 2861 of the C. Code says: that "the rules concerning the partnership of inheritances, the manner of making such partitions, and the obligations which result from them between heirs, apply to partners." And in the chapter treating of the partition of estates, we find among the deductions to be made before the partition of the succession (Art. 1281, No. 3), the privileged debts due or "paid on account of the succession which have been incurred since the death of the deceased," or in order to effect the partition. In short there can be no reason why Barrett's share of the property should be less liable to these charges in the present case, than if it had been sold as an undivided half by the syndic. In that case the vendor's privilege of the Hamptons would also have been undisputed, and it would, nevertheless, have given way to judicial costs. This is, indeed, a familiar point in the law of insolvency.

The syndic's commissions and his counsel's fees, amounting together to $5703 53, must therefore be allowed out of Barrett's half of the proceeds of the property. Some remarks may be necessary concerning the mode of paying these claims. There are still in the City Bank $3,683 02; one-half of this, or $1841 61, belongs to Barrett's estate, and is to be retained by the syndic on account of the above mentioned charges. The other half belongs to Bell, and is somewhat less than the amount due by Bell to Barrett's estate. This sum, therefore, has also to be received by Barrett's syndics in deduction of Bell's debt. In consequence of the provisions of art. 2829, Bell's estate owes interest on the balance due by *by* it from the time that it was acknowledged to be due, viz: June 7th, 1841. The difference between the syndic's claim and the account in bank is $2020 51, and is due by Hampton's heirs as purchasers of the property. The costs of this suit which still remain unpaid, are to be borne equally by the two partners. But inasmuch as if the half of these costs was paid by Barrett's estate, this would increase the contribution of Hampton's heirs *pro tanto*, it will be proper and more simple to change them at once with one-half of these costs. On the other haad, whatever Barrett's estate may recover from Bell's estate over and above the half of money in bank, should be credited or refunded to Hampton's heirs.

It is, therefore, ordered, adjudged, and decreed that the City Bank pay over to the syndic of Barrett's creditors the whole of the money deposited in said bank to the credit of this suit and subject to the order of this Court. That Caroline Bell, the widow and universal legatee of Robert Bell, pay over to the said syndic the sum of eighteen hundred and fifty-three dollars and ninety-five cents, with five per cent. interest from the 7th of June, 1841, until final payment; on which sum a credit shall be allowed for one-half of the amount which the said syndic will receive from the City Bank, as aforesaid; that the heirs of the late Wade Hampton and purchasers of the property pay to the said syndic the sum of two thousand and twenty

dollars and fifty-one cents, with five per cent. interest from the date of this judgment; that the said syndic refund to said heirs of Wade Hampton whatever he may recover from the said Caroline Bell beyond the half of said money deposited in the City Bank; and that the costs of this suit be paid in equal halves by the said Caroline Bell and said heirs of Wade Hampton.

(Signed) CHARLES MAURIAN, *Judge.*

New Orleans, December 15th, 1845.

Third District Court of New Orleans.

I hereby certify the foregoing to be a true copies from the originals of record on file in the matter of Barrett's Syndics *vs.* Robert Bell, No. 13,435 of the docket of the late Parish Court for the Parish and City of New Orleans.

[SEAL.] F. GORDON, *D'y Clerk.*

Clerk's Office, 16th November, 1853.

Minutes. December Term, A. D. 1853.

New Orleans, Saturday, 14th January, 1854. Court met pursuant to adjournment: Present, Hon. Theo. H. McCaleb, District Judge; absent, J. A. Campbell, Presiding Judge.

JOHN HAGAN, JR.
vs.
J. S. PRESTON AND WIFE.

The plea herein filed by defendants came on to be heard and was argued by Stockton and Steele for complainants and by W. C. Micon for defendants, and was submitted to the Court and taken under advisement.

Minutes. December Term, A. D. 1853.

New Orleans, Tuesday, 17th January, 1854. Court met pursuant to adjournment: Present, Hon. Theo. H. McCaleb, District Judge; absent, Hon. J. A. Campbell, Presiding Judge.

JOHN HAGAN, JR.
vs.
J. S. PRESTON AND WIFE.

The plea herein filed by the defendants having been argued and submitted to the Court, and the Court considering it well founded in law, doth order that the same be sustained.

Motion and Grounds for New Trial.

Filed 21st Jan'y, 1854.

IN THE UNITED STATES CIRCUIT COURT:

In Chancery.

JOHN HAGAN, Jr.
vs.
JOHN S. PRESTON & WIFE.

And now comes John Hagan, Jr., the plaintiff, by the undersigned, his counsel, and not admitting the truth of any of the allegations made in the plea of defendants herein heretofore filed, but specially asking and reserving to himself the right hereafter to deny and call in question the truth of each and all of said allegations in said plea contained, and suggesting to the Court that there is error of law in the judgment of the Court sustaining said plea, and furthermore suggesting to the Court that the whole argument of the defendants' counsel upon the questions of law arising therefrom, was made in his closing speech without any opportunity for reply, and that, therefore, no reply was made to most of matters and things set up therein:

He therefore moves the Court to grant him a re-hearing of the matters of law set up in the defendants' plea and sustained by the order of the Court made on the 17th January instant, and to set aside said order and overrule the said plea and order the defendants to answer fully the matters set forth in the bill.

(Signed) STOCKTON & STEELE,
Solicitors for Complainants.

Judgment on Rule for New Trial.

Minutes. December Term, A. D. 1853.

NEW ORLEANS, Saturday, 28*th January*, 1854.

Court met pursuant to adjournment: Present, Hon. Theo. H. McCaleb, District Judge: Absent, Hon. J. A. Campbell, Presiding Judge.

JOHN HAGAN, Jr.
vs.
JNO. S. PRESTON & WIFE. } 2245.

The rule herein taken by complainant on the 21st instant being returnable this day, was called for trial; when, after argument of counsel, it was ordered that the said rule be dismissed.

Replication.

Filed 6th February, 1854.

JOHN HAGAN, JR.
vs.
JOHN S. PRESTON & CAROLINE M. PRESTON, his Wife.

IN THE UNITED STATES CIRCUIT COURT
for the Eastern District of Louisiana.

The replication of Jon. Hagan, Jr., the complainant, to the plea of the defendants, John S. Preston and Caroline M. Preston, his wife.

This repliant, saving and reserving to himself all and all manner of exception to the manifold insufficiencies of the said plea, by way of replication saith that his original bill of complaint exhibited into this Court, and all and every of the matters and averments therein contained, are true and certain and sufficient in law to be answered by said defendants, and that their plea herein filed is not sufficient in law or equity to excuse the said defendants from making answer to said bill, and that the obligations contained in said plea are entirely false and untrue, and especially is it false and untrue in the following particulars:—

It is not true, as stated in the said plea of defendants, that at the meetings of creditors of Thomas Barrett, held on the 15th day of June, 1840, and on the 14th day of January, 1841, enlarged powers were conferred on George Morgan and Thomas C. McGoffin, the syndics of Barrett, authorizing them to settle and compromise all matters in which said creditors were interested, nor that unlimited powers were given to the said syndics to sue for a partition of any property held in common by Barrett and other persons; but that the authority given was only to settle and compromise claims due to the estate of Thomas Barrett by his debtors and not to compromise claims or debts due by Barrett to his creditors, and that the right to sue for a partition of property owned by Barrett in common with other persons, was not enlarged except where the said syndics found it to be necessary to make a partition; in king when to effect said partition, they were authorized to release the mortgages on property so partitioned upon condition that the cancelled mortgages were to attach to the price received for the property received by the syndics in the partition.

That it is not true that the Union Bank of Louisiana was cognizant of, or a party to any of the proceedings had upon the suit of the Syndics of Barrett *vs.* Robert Bell, or to any of the accounts between the said heirs of Hampton and said syndics of Barrett and Robert Bell, or that she assented to any of the proceedings or settlements had therein; but said proceedings, accounts, and settlements related only to the claim of said heirs of Hampton against Thomas

Barrett and Robert Bell, and not to the claim of the Union Bank against Thomas Barrett, and not to the privilege of those claims.

That it is not true that the Union Bank voted for the discharge of Morgan and McGoffin as syndics of Barrett at a meeting of creditors of Barrett held on the 9th day of May, 1842, or at any other; nor is it true that an account of the plantation and slaves described in the bill of complaint, or of its price, was ever made by the syndics of Barrett to the Parish Court of the Parish of Orleans, or to the creditors, or that any opportunity was given at any time for the Union Bank or complainants to contest the mortgages claimed by the heirs of Hampton.

This repliant admits that Thomas Barrett made a cession of his property as stated in said plea of defendants, and obtained a stay of proceedings. That the judgments upon which this suit has been brought were the property of the Union Bank of Louisiana and so remained until the year 1849. But repliant denies the truth and the sufficiency in law of all and every of the allegations of the said defendants' plea as pleaded by them. All which matters and things (save and except as aforesaid), this repliant is ready to aver and prove as this Court shall award, and prays as in and by his original bill he hath prayed.

(Signed) STOCKTON & STEELE,
Solicitors for Complainant.

Trial of Plea and Continuance.

Minutes. April Term, 1854.

New Orleans, Tuesday, 20th June, 1854. Court met pursuant to adjournment: Present, Hon. J. A. Campbell, Presiding Judge: Absent, Hon. Theo. H. McCaleb, District Judge.

JOHN HAGAN, JR. vs. JNO. S. PRESTON *et als.* } 2,245

The plea herein filed by defendants was taken up for trial, A. T. Steele, Esq. appearing for complt. and E. A. Bradford for defendants, and was argued by A. T. Steele, Esq. and continued until tomorrow.

Argument and Submission of Plea.

Minutes. April Term, 1854.

New Orleans, Wednesday, 21st June, 1854. Court met pursuant to adjournment: Present, Hon. J. A. Campbell, Presiding Judge: Absent, Hon. Theo. H. McCaleb, District Judge.

JOHN HAGAN, JR. vs. JNO. PRESTON *et al.*

This cause was resumed and argued by E. A. Bradford for defend-

ants, and by R. C. Stockton for complt., and submitted to the Court, and taken under advisement.

Judgment on Plea.

Minutes. April Term, 1854.

New Orleans, Monday, 3d July, 1854. Court met pursuant to adjournment: Present, Hon. J. A. Campbell, Presiding Judge: Absent, Hon. Theo. H. McCaleb, District Judge.

JOHN HAGAN, JR.
vs.
J. S. PRESTON AND WIFE. } 2,245

This cause came on to be heard upon plea, replication and exhibits therewith filed, and was argued by counsel; on consideration whereof it is ordered that the said plea be overruled, reserving to defendants the right to set up the same matters of defence in their answer, the costs to abide the final decision of the cause.

Answer filed at Rules, 6th Nov. 1854.

JOHN HAGAN, JR.
vs.
JOHN S. PRESTON AND CAROLINE M. PRESTON HIS WIFE.

(In Chancery.)

U. S. CIRCUIT COURT,
East. Dist. La.

The answer of John S. Preston and of his wife Caroline M. Preston, defendants, to the Bill of Complaint of John Hagan, Junior, Complainant.

These respondents, now and at all times hereafter, saving and reserving to themselves all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in the said complainant's said bill of complaint contained, for answer thereto, or unto so much and such part or parts thereof as these respondents are advised is or are material or necessary for them to make answer unto, these respondents answering say, that so far as relates to the existence and validity of the judgment set forth in the said bill, and to the assignment thereof to the said complainant, these respondents have no other information in respect thereto, than such as they have derived from the bill herein, and therefore neither admit nor deny the truth thereof.

And further answering, respondents admit that they with others, claiming in the capacity of heirs and legal representatives of Wade Hampton, deceased, became the purchasers of the plantation situated in the Parish of St. James, and known as the White Hall Plantation, and of the slaves attached thereto at sheriff's sale, made in pursuance

of a judgment of the late Parish Court, now the Third District Court of New Orleans, on the 12th May, 1841, for the price of $116,000, which was duly adjusted and settled under the orders of the said Court, as will be hereinafter set forth.

And further answering, these respondents show that the said Wade Hampton, deceased, was formerly the proprietor of the said White Hall Plantation, and that on or about the 8th April, 1829, by act passed before Hugh K. Gordon, Not. Pub., he sold the said Plantation to Leroy Pope, for $100,000, payable twenty years from the 1st January, 1830, with interest thereon at the rate of six per cent. per annum, payable yearly on the 1st January of each year; to secure the payment whereof, with the accruing interest, the said purchaser mortgaged and hypothecated the said plantation, and also promised and obliged himself to put upon the said plantation at least seventy working slaves, one-third of whom were to be females, and to mortgage and hypothecate the said slaves, with their children and future increase, in favor of his said vendors, his heirs and assigns.

That in pursuance of said agreement, the said Leroy Pope did put the stipulated number of slaves upon the said plantation, and mortgaged and hypothecated the same, with their children, then thirty in number, and with all their future increase, in favor of said Wade Hampton, by act passed before Parish Judge of St. James, and ex-officio Not. Pub., on the day of February, 1830, and that the said several acts of mortgage were duly recorded in the mortgage office of the Parish of St. James.

That subsequently, viz: on the 13th March, 1833, the said Leroy Pope, by act passed before William Christy, Not. Pub., resold and transferred the said plantation with the said slaves thereto attached, amounting at that time to 145 in number, to Thomas Barrett for and in consideration of $151,034, in part payment and deduction of which the said Thomas Barrett assumed the payment of the aforesaid sum of $100,000, with all accruing interest thereon, due to said Wade Hampton, and also all other obligations of his said vendor under his contract aforesaid, which act was also duly recorded in the Mortgage Office in and for the parish of St. James under date of the 21st March, 1833.

That the said Thomas Barrett then entered into an agreement under date of the 25th March, 1833, but which was to have effect from the 13th March, 1833, to sell an undivided half of the said plantation and slaves to Robert Bell, who assumed one-half of the amount due to Wade Hampton as aforesaid, and also agreed to pay one-half of the balance of the price paid to Leroy Pope by said Thomas Barrett for the purchase of said plantation and slaves, and in virtue of said agreement the said Robert Bell immediately entered into the joint possession of the said plantation and slaves, and thenceforwards had the joint management and superintendence thereof in partnership with said Thomas Barrett.

That afterwards, viz: on or about the 12th May, 1840, the said

Thomas Barrett, the defendant in the judgments set forth in the bill of the complainant, herein made a cession of his property to his creditors in the Parish Court of the Parish of Orleans, a court of competent jurisdiction in the premises, and which duly accepted the said cession and granted a stay of proceedings to the said Thomas Barrett according to the laws of the State of Louisiana.

That on or about the 15th June, 1840, a meeting of the creditors of the said insolvent was held, at which George Morgan and Thomas C. Magoffin, of New Orleans, were duly elected syndics of the said creditors, and enlarged powers were conferred upon them to settle and compromise all matters in which said creditors were interested, to dispose of the property surrendered, and especially to bring all suits and take all other steps necessary to liquidate and settle the interest of said insolvent in all and any property held jointly by him with other persons, at which meeting of creditors the Union Bank of Louisiana, the plaintiff in the judgments aforesaid, appeared by its president and concurred in the choice of syndics in the grant of the powers conferred upon them.

That another meeting of the said creditors was held on or about the 14th January, 1841, at which other and still more enlarged powers were conferred upon said syndics, and the proceedings of both said meetings were duly approved and homologated by the orders of the said court.

That in pursuance of the powers so conferred upon them the said syndics soon after, viz: on or about the 18th December, 1840, instituted in the said Parish Court of New Orleans a suit against the said Robert Bell, entitled "Syndics of Thomas Barrett *vs.* Robert Bell," being No. 13,435 on the docket of the said Court, and in the petition filed therein, the said syndics alleged that the White Hall Plantation and the slaves attached thereto were held and possessed in partnership by said Thomas Barrett and Robert Bell, and prayed a decree for the sale thereof for partition and settlement of the accounts of the said partnership, to which petition the said Robert Bell filed his answer, admitting the said partnership and consenting to the said settlement of accounts. That on or about the 2d February, 1841, while the said suit was still pending, these respondents and others, claiming as heirs and legal representatives of the said Wade Hampton, deceased, filed their intervention therein, setting forth that the said Wade Hampton had been the former proprietor of said plantation. That he had made sale thereof to Leroy Pope, who had granted a mortgage on the said plantation and slaves to secure the price of the said sale. That said Leroy Pope had resold the said plantation and slaves to Thomas Barrett, who had assumed the mortgage thereon. That the said Thomas Barrett had conveyed an undivided half of said plantation and slaves to Robert Bell; that the said Thomas Barrett and Robert Bell had jointly assumed the mortgage debt due upon said property, and had constituted the same a partnership fund; that the said debt, still due to said intervenors,

amounted at that time to $100,000 capital and $25,000 and upwards for interest thereon already accrued, and that said debt was secured by mortgage and privilege on said partnership property.

That soon after the filing of the said intervention, viz: or about the 6th February, 1841, in compliance with the prayer of said intervenors, and with the consent of all the parties to the said suit, an order of Court was duly granted, recognizing the claims of said intervenors, and directing the sale of the said plantation and slaves, the purchaser to assume the capital debt secured by mortgage, and to pay the balance in cash, under and in pursuance of which order, all and singular the plantation and slaves aforesaid were sold by the sheriff of the Parish of St. James on or about the 12th May, 1841, and these respondents and other intervenors as aforesaid became the purchasers thereof at said sale for $116,000, or thereabout, on the terms prescribed as already stated herein.

That these respondents and other intervenors as aforesaid thereupon filed an account of their claims by mortgage and privilege against the said property, and after due proceedings, judgment was rendered on their said intervention and account on or about the 27th April, 1844, whereby it was established that the said claim of said intervenors was entitled to payment out of the effects of the said partnership of Barrett & Bell. That the price bid for the said plantation and slaves by said intervenors should be set off against their said claims, and that said intervenors should recover from the said Barrett & Bell the balance still due them of $11,000, and upwards. And from their answering these respondents show that the said Union Bank of Louisiana, then being the owner of the judgments aforesaid, was cognizant of all and singular the said proceedings, and assented thereto, and at one or more of the meetings of the creditors of said Thomas Barrett, at which the said transactions were brought into question, and especially at a meeting held on or about the 9th May, 1842, appeared and voted to discharge the said syndics, to approve their accounts, and to elect other syndics in their place. That such other proceedings took place in the suit of the said syndics against said Robert Bell that the account between the said parties was finally settled, and the amount to be contributed by the said intervenors was ascertained and liquidated at the sum of $2000, or thereabouts, and that the syndics of the said Thomas Barrett have from time to time rendered the accounts of their administration, which have been duly approved and homologated contradictorily with the said creditors, and the funds in their hands distributed under the orders of the Court aforesaid.

That the property purchased by these respondents and others in manner and form as above set forth, is the same on which the complainants herein now pretends to have a mortgage or mortgages. That during all and singular the aforesaid proceedings, the said Union Bank of Louisiana was the holder and owner of the judgments aforesaid, and was amenable to the laws of Louisiana, and that no

transfer of said judgments or any of them was made by the said Union Bank to the said complainant until long afterwards, viz: on or about the 19th May, 1849, all which will more fully appear from the record of the aforesaid proceedings from the authentic documents filed therein, and from the other proofs which will in due time be adduced and exhibited herein according to law and the practice of this Honorable Court.

And further answering, these respondents aver that the premises and the proceedings aforesaid, and particularly the cession of property by the said Thomas Barrett, the various proceedings in the said suit of Thomas Barrett *vs.* His Creditors, and especially the approval and homologation of the several tableaux of distribution filed therein, and also the proceedings in the said suit of the Syndics of Thomas Barrett *vs.* Robert Bell, and especially the sale of said plantation and slaves, the distribution of the proceeds thereof, and the final settlement of the accounts of the partnership of said Thomas Barrett and Robert Bell under the orders of the said Court, are a full and complete bar to the action of the complainant herein, and these respondents insist thereon in as full and ample a manner as if the same were specially pleaded; and these respondents further show that respondents and others, the purchasers at the aforesaid sheriff sale on the 12th May, 1841, have been in full, public and peaceable possession, in good faith, of the property then adjudicated under the deed of the sheriff duly executed from the said 12th May, 1841, to the present time. That more than ten years elapsed from the date of the said sale to the institution of the present action; that by the laws of the State of Louisiana, the action of the complainant herein is barred by the lapse of ten years, and these respondents, therefore, avers that the said complainant is barred by said lapse of time from setting up his present claim, and they pray the same benefit and advantage of this defence of prescription of ten years, as if the same had been specially pleaded; and these respondents deny all and all manner of unlawful combination and confederacy wherewith they are by the bill of complaint charged. All which matters these respondents are ready to prove as this Honorable Court shall determine, and they pray to be hence dismissed with their reasonable costs on this behalf most wrongfully incurred, and they will ever pray, &c.

(Signed) BENJAMIN, BRADFORD & FINNEY,
Solicitors.

The usual affidavit of defendants waived. New Orleans, 15th Nov., 1854.

RICH'D C. STOCKTON,
ALEX. T. STEELE,
Solicitors for Comp't.

Replication to Answer.

Filed 15th Nov., 1854.

U. STATES CIRCUIT COURT,
Eastern District of Louisiana.

Sitting in Chancery. November Term, 1854.

JOHN HAGAN, JR.
vs.
JOHN S. PRESTON & CAROLINE M. PRESTON, his Wife. } No. 2245.

The complainant in this case for replication to the answer of the defendants John Preston and Caroline M. Preston, his wife, filed herein, saith, that reserving to himself all the exceptions to the many errors, evasions, and insufficiencies of said answer, doth reaffirm his, and will maintain and prove the same as the rules of equity shall require.

RICH'D C. STOCKTON,
ALEX. T. STEELE,
Solicitors for Complainants.

Motion for remanding cause to Rules, &c.

Minutes. November Term, 1854.

New Orleans, Saturday, 2d December, 1854. Court met pursuant to adjournment: Absent, Hon. J. A. Campbell, Presiding Judge; present, Hon. Theo. H. McCaleb, District Judge.

JOHN HAGAN, JR.
vs.
JNO. S. PRESTON AND WIFE. } 2245.

On motion of R. C. Stockton, of counsel for the complainant, it is ordered that the defendants in this cause do appear and show cause, if any they can, on Saturday next, the ninth instant, at 10 o'clock A. M., why the complainant shall not have leave to withdraw his replication to defendant's answer, and to file his amended and supplemental bill of complaint here now exhibited to the Court and deposited with the clerk, and why this cause shall not be remanded to the Rules in order that proceedings may be there had to prepare the cause for hearing.

Judgment on Rule.

Minutes. November Term, 1854.

New Orleans, Saturday, 16th Dec'r, 1854. Court met pursuant to adjournment. Present, Hon. T. H. McCaleb, District Judge; absent, Hon. J. A. Campbell, Presiding Judge.

JOHN HAGAN, JR.
vs.
JOHN PRESTON AND WIFE. }

The rule herein taken on the 2d instant came on to be heard, and

was submitted without argument; whereupon it was ordered that the same be made absolute.

Order granting leave to withdraw Replication.

Minutes. November Term, 1854.

New Orleans, Saturday, 16th Dec'r, 1854. Court met pursuant to adjournment: Present, Hon. T. H. McCaleb, District Judge; absent, Hon. J. A. Campbell, Presiding Judge.

JOHN HAGAN, JR.
vs. } 2245.
JOHN PRESTON AND WIFE.

On motion of Alexander T. Steele, Esq., of counsel for the plaintiff, it is ordered that the replication herein heretofore filed be now withdrawn, and that the amended and supplemental bill be now filed in accordance with the order this day made.

Amended Bill, filed with leave of Court 16th Dec'r, 1854.

To the Honorable the Judges of the Circuit Court of the United States, in and for the Eastern District of Louisiana, sitting and holding cognizance of chancery causes.

John Hagan, Jr., a citizen of the State of Louisiana, who brings this his amended bill of complaint, amendatory to and in aid of his original petition or bill of complaint, originally filed and exhibited in the Third District Court of New Orleans against John S. Preston and Caroline M. Preston, his wife, citizens of the State of South Carolina, and by them, said defendants, removed from the said District Court into this honorable Court, and here filed, most respectfully shows and avers:

That his said petition, so filed in said District Court of the State of Louisiana, a court having jurisdiction of such causes, was framed in the usual manner in which such pleadings in the courts of Louisiana are drawn up; that according to the practice of said courts, no replication to an answer is allowable, but the obligations and statements of such answers are considered as denied by the plaintiff; and he may avail himself of any competent testimony to contradict and avoid the matters of said answer; but your orator is advised that the course of practice in this honorable Court in chancery suits, is in some degree different from the course of practice in the said District Courts; and that it is therefore necessary he should amend his said original bill or petition, which he accordingly does, with the leave of the Court, and therefore alleges and avers:

That all the proceedings had in the late Parish Court of the Parish and City of New Orleans in the matter of the insolvency and surrender of property made by Thomas Barrett in the suit of Thomas Barrett *vs.* His Creditors and the Creditors of Thomas Barrett & Co., are and were wholly irregular, insufficient, null and void, and your

orator avers that, whether they shall be held to be regular or irregular, they do not in any degree whatever affect, bar, or preclude his rights of mortgage on the slaves in possession of the defendants, and his right to foreclose said mortgages, and cause said slaves to be sold to pay his said demand, as is set up, alleged and averred by your orator in his said original bill or petition.

That all the proceedings had in the said Parish Court in the suit of Syndics of Thomas Barrett *vs.* Robert Bell, which is numbered on the docket of said late Parish Court, 13,435, were irrregular, insufficient, null and void, and fraudulently done, transacted, brought about, procured, and effected by fraudulent combinations, contrivances, and confederacies by and between the defendants, John S. Preston and his wife Caroline M. Preston, Mary Hampton, John L. Manning, and Susan F. Manning, his wife, heirs and representatives of Wade Hampton, deceased, with Thomas C. Magoffin and George Morgan, syndics of the creditors of Thomas Barrett, at the date of the institution of said suit, No. 13,435, and James B. Hullen, who was syndic of said creditors of Barrett from and after about the 20th day of May, 1842, and Robert Bell, and with divers other persons whose names are unknown to your orator, for the purpose of defrauding the creditors of Thomas Barrett and of Thomas Barrett & Co., and the Union Bank of Louisiana, one of said creditors, in particular, to whose rights against said Barrett and Thomas Barrett & Co., your orator has since succeeded, as is set forth in his said original bill of complaint.

Your orator avers that neither he nor the said Union Bank of Louisiana, under which he claims title to the judgments on which this suit is founded, was in any way whatever party to the said suit of Syndics of Barrett *vs.* Robert Bell, nor is the right of your orator to foreclose his said mortgage on the said slaves and their increase in any way affected by any proceedings had in said suit, even if it shall be adjudged that said proceedings are valid:

Your orator shows, that on or about the 2d day of February, 1841, Mary Hampton, John S. Preston, one of the defendants herein, for his wife Caroline M. Preston, his co-defendant, and John L. Manning for his wife Susan F. Manning, filed in the said Parish Court in said suit of Syndics of Barrett *vs.* Robert Bell, No. 13,435, their certain petition, which they style an intervention, wherein they claim to be creditors of a pretended partnership of Barrett & Bell, in a large sum of money, and allege that the Whitehall plantation in the parish of St. James and State of Louisiana, was sold by Wade Hampton to Leroy Pope on the 8th day of April, 1829, for $100,000 payable on the 1st day of January, 1850, with 6 per cent. per annum interest thereon, commencing to run from and after the 1st day of January, 1830, and payable on the first day of January in each and every year during said term. That said Pope mortgaged, by a claim in the deed of conveyance to him, all said plantation to said Hampton, and also promised to put seventy slaves on said plantation,

and to mortgage them and their increase to said Hampton, to secure the payment of the said price of said plantation, and that said Pope did afterwards mortgage seventy slaves and their increase to Wade Hampton to secure said debt; that afterwards said Pope sold said plantation and one hundred and fifty slaves to Thomas Barrett for $151,034, and that Barrett, in the deed of conveyance from Pope to him, assumed all the obligations of said Leroy Pope to Wade Hampton; that soon after said Barrett sold to Robert Bell an undivided half of said plantation, and one hundred and fifty slaves, who, in the deed, assumed one-half of all the obligations of said Pope to Wade Hampton; they alleged that the whole debt due is $125,000, consisting of the principal sum of $100,000, payable on the 1st day of January, 1850, with interest as aforesaid, and $25,000 for interest already accrued up to the 1st day of January, 1841, and expenses; they alleged that it is indispensably necessary, to secure said debt, that the said Whitehall plantation and all the slaves should be sold in block, on certain terms specified in said petition, and conclude said petition with a prayer for general relief:

Your orator shows and alleges that the said petition does not allege that any of the said pretended acts of mortgage, alleged to have been made in favor of Wade Hampton, were ever recorded in any mortgage office whatever, nor does it allege or aver that they, the petitioners, had, at the date of presentation and filing said petition, any mortgage or privilege whatever, on said plantation and slaves, or on any of them; said petition, with a view to mislead said Parish Court, fraudulently insinuated that said petitioners had then a mortgage and vendor's privilege on said plantation and slaves, while they, the said petitioners, well knew, and your orator avers, that the fact is, that they had neither mortgage, nor privilege, or any of said property, and that the mortgage retained by Wade Hampton in his deed of conveyance for said plantation to Leroy Pope, was recorded in the mortgage office of the Parish of St. James, on the 16th day of April, 1829, and that the said mortgage had never been reinscribed in said mortgage office, or in any other mortgage office, at any time after the said 16th day of April, 1829; and that said act of mortgage, made by Leroy Pope to Wade Hampton, on the seventy slaves and their increase, on the 23d day of February, 1830, was recorded in the mortgage office of the Parish of St. James, on the 24th day of February, 1830, and that said mortgage had never been reinscribed in said mortgage office, or in any other mortgage office whatever, after the said 24th day of February, 1830; and that the said acts ceased to have any effect as mortgages, as to third person, and also between the contracting parties themselves, by the lapse of ten years from their date, which was long before the filing of the petition aforesaid; and said petitioners did thus attempt to practice, and did practice, a fraud upon said Parish Court, and did fraudulently obtain a decree of said Court, on the 2d day of March, 1841, ordering a sale of said plantation and 101 negroes of the slaves

thereon on the terms and conditions suggested in said petition; and said plantation and said 101 slaves so ordered to be sold by said decree, were sold under and in pursuance of said decree, by the sheriff of the said Parish of St. James, on the 12th day of May, 1841, when the said petitioners, Mary Hampton, John S. Preston, and his wife, Caroline M. Preston, and John L. Manning, and his wife, Susan F. Manning, became purchasers of all said plantation, and one hundred and one slaves, for the price of one hundred and sixteen thousand dollars, of which price they have never paid any part into the hands of any person whomsoever authorized to receive it.

Your orator alleges that neither the said Union Bank of Louisiana nor your orator was, in any manner whatever, a party to any of said proceedings so provoked in the said Parish Court by the said Mary Hampton and others, nor can the rights of said Bank, nor the rights of your orator, be in any degree affected by said proceedings; but, as the defendants herein suggest that these proceedings preclude the rights of your orator to foreclose his said mortgage on the said slaves and their increase in possession of said defendants; and as the pretended title of said defendants to said slaves is a cloud upon your orator's rights, your orator deems it proper that said cloud should be swept away in order that the rights of your orator be not embarrassed with it; and therefore your orator avers, that said suit of the Syndics of Barrett *vs.* Robert Bell was not an action for partition of property held and owned in common by Thomas Barrett and Robert Bell, but was simply a suit for settlement of accounts between said Barrett and Bell; that no partnership existed between Barrett and Bell, and therefore that no such intervention therein as that attempted by the heirs of Wade Hampton could be made in said suit; that the said action of the heirs of Hampton therein was simply an attempt to procure a decree of said Parish Court to sell the said plantation and slaves by fraudulent insinuation, without any direct allegation in their said petition that they then held and owned a privilege or mortgage on said property, while they knew said insinuation was false, and without giving any sort of notice to any one authorized or interested to controvert their demands; that their said action therein did not constitute a suit in court, as they did not make any one defendant therein; did not pray that the said property be sold; did not pray a personal judgment against any one, and prayed only for general relief; that no judgment by default was ever rendered against any one, nor was any issue ever made between them and any one else, either by answer or otherwise, in said proceedings; that neither said Mary Hampton, John S. Preston, and his wife, Caroline M. Preston, John L. Manning, and his wife, Susan F. Manning, nor any one or more of them, had, on said Whitehall plantation, and the 101 slaves on it, on the 2d day of February, 1841, the day on which they filed their said petition in the said Parish Court, any privilege or mortgage whatever; nor did they, or any of them, have any privilege or mortgage on any of said property

on the 2d day of March, 1841, the day on which the decree ordering the sale of said property was signed by the Judge of said Parish Court, as will more fully appear by reference to a copy of the public act of sale of said Whitehall plantation, made by Wade Hampton to Leroy Pope before Hugh K. Gordon, Notary Public, on the 8th day of April, 1829, and recorded in the office of the recorder of mortgages for the Parish of St. James, on the 16th day of April, 1829, which will be filed hereafter, and marked as exhibited G., and also by the copy of an act of mortgage from Leroy Pope to Wade Hampton, upon seventy slaves, passed before the Parish Judge of St. James Parish, on the 23d day of February, 1830, and recorded in the said mortgage office of the Parish of St. James, on the 24th day of February, 1830, which will be filed and marked as exhibit H, neither of which acts were ever afterwards reinscribed in said mortgage office of the Parish of St. James, or in any other mortgage office whatever; and therefore said mortgages had become extinguished and of no effect by the lapse of more than ten years from the dates at which they had been respectively originally inscribed as aforesaid; and also by the copy of an act of sale from Leroy Pope to Thomas Barrett, passed before William Christy, a Notary Public, in the City of New Orleans, on the 18th day of March, 1833, and recorded in the conveyance office of the Parish of St. James, on the 21st day of March, 1833, together with a copy of the entry of said act of transfer, in the mortgage book of said office on the 24th day of March, 1833, which will be filed and marked exhibit I, from which copy it will appear that the assumption, which Thomas Barrett made of the debt of Leroy Pope to Wade Hampton, was not sufficient to create a mortgage on this property in favor of Hampton, if it had been properly recorded, and there was no such description of the property made in the entry on the mortgage book of the said mortgage office, as would be sufficient to notify any third person of the existence of a mortgage, if the parties had intended to create a mortgage, which complainant avers they did not, and that the said act or instrument was never recorded in any manner whatever, in the mortgage office of the Parish and City of New Orleans, where Thomas Barrett resided then, and always resided, and where it was necessary to inscribe any mortgage upon the slaves of Thomas Barrett in order that they should be bound by it; and for all and each of these reasons, your orator avers that the said judgment and decree so rendered and signed in the said Parish Court on the second day of March, 1841, was always, and is now, null and void, and of no effect whatever, and that the sale of said plantation and slaves, made by the sheriff of the Parish of St. James, under and in virtue of said pretended judgment, on the 12th day of May, 1841, was always, and is now, null and void, and of no effect whatever, and your orator has the right to have said judgment and sale so declared by this Honorable Court.

And your orator further avers that the authority given to Magoffin

and Morgan, the syndics of Thomas Barrett, by the creditors at their meetings held on the 15th day of June, 1840, and on the 14th day of January, 1841, referred to in defendant's answer, was intended to be used by the said creditors only in reference to the wild uncultivated lands owned by Thomas Barrett in common with other persons, and applies to such lands and to no others, and does not apply to the White Hall plantation. That the instruments of authority and proces verbal of the deliberations of creditors, by which it is pretended that the said syndics obtained extraordinary power to cancel mortgages, &c., expressly restrict the powers delegated to the wild and uncultivated lands, and require that the authority delegated should be used only to effect a sale of those lands, and that as a condition upon which it was to have force, the money arising from the sale of the lands was to be brought into court into the concurso, that the creditors of Thomas Barrett might there assert against each other their relative rights, the money being considered by them to stand in lieu and stead of the mortgaged property. That the heirs of Wade Hampton appeared at these meetings by Isaac T. Preston, their attorney in fact, and joined in the act of giving authority to the syndics, which they could not have done had such authority been designed to give the syndics authority to have transactions with themselves.

That the said syndics did not pretend to act under that authority in the suit of the syndics of Barrett *vs.* Robert Bell, did not pretend to cancel the mortgages then owned by the Union Bank, and now by your orator, and did not bring the money or price derived from the pretended sale of the White Hall plantation and slaves into the concurso, where the relative rights of all the creditors thereto might have been acted upon, but fraudulently and collusively permitted the heirs of Wade Hampton, without the knowledge of any of the creditors of Thomas Barrett, to get possession of the whole of the White Hall plantation and slaves by means of the pretended sale above set forth, and to keep all the price, the $116,000, and interest as aforesaid. That the authority aforesaid cannot be construed to extend to the property on which your orator has a mortgage, was never designed to extend to said property, and could not and would not have been created by the act of the heirs of Hampton had they ever considered that would extend to the property aforesaid, and was not used by the said syndics, and was not used by the said syndics or exhibited or depended on in any manner as their authority for the acts which they performed in the matters of the suit of the Syndics of Barrett *vs.* Robert Bell, and therefore for want of such authority all the judgments, orders, and decrees of the said Parish Court of New Orleans, and all proceedings thereon, are null and void as to the syndics themselves, and of course as to every other person, even if the said judgments, orders, and decrees might otherwise be held in any degree to affect the rights of your orator, which he believes and avers they cannot.

Your orator avers, that in consequence of the nullity of the said

judgment, ordering said plantations and slaves to be sold, and the nullity of the sale of said property by the sheriff of the Parish of St. James on the 12th day of May, 1841, under and in virtue of said judgment, it results as a matter of course, that the judgment rendered by said Parish Court on the 27th day of April, 1844, on the rule taken by the said heirs of Wade Hampton on the 21st day of June, 1841, on the syndics of Barrett, and on Robert Bell, is utterly null and void; and also, that so much of the judgment rendered by said Parish Court in said suit of Syndics of Barrett *vs.* Robert Bell, on the 15th day of December, 1845, as is based on the supposed valid and legal sale of the said plantation and slaves, is null and void and of no effect; and your orator has a right to have said last above named judgment to that extent declared and decreed by this Honorable Court void and of no effect, and, also, to have the said judgment rendered as aforesaid by said Parish Court, on the 27th day of April, 1844, on the rule taken by the said heirs of Hampton against the syndic of Barrett and against Robert Bell on the 21st day of June, 1841, declared and decreed by this Honorable Court null, void and of no effect.

Your orator has been very recently informed, and he believes, and therefore alleges, that before and since the date of the recording in the mortgage office of the City and Parish of New Orleans of the judgments on which this suit is founded, there have been borne of the female slaves then owned and possessed by Thomas Barrett, and now in possession of defendants, more than seventy-five young slaves, who are now living and still in the possession of defendants, and your orator avers that his said mortgages bear as well on said young slaves as they bear on their mothers; that he does not know the names nor the ages of those said young slaves nor of any of them, but he has been informed, and verily believes and so alleges, that said young slaves are altogether worth fifty thousand dollars; your orator shows and alleges, that the slaves mentioned in this original bill of complaint or petition are worth the sum of one hundred thousand dollars, and that the annual value of the hire of said slaves, old and young, is at least twenty thousand dollars.

Your orator avers, that in virtue of his said mortgage on all said slaves, old and young, he is entitled to a decree of this honorable Court, foreclosing his said mortgage on said slaves, and ordering them to be sold for the payment of his demand, and also to a decree against the defendants in this suit, declaring them personally liable, jointly and severally to your orator for the amount of the value of the hire of said slaves from the time said defendants were served with process in this suit, till said slaves be sold, and ordering the said defendants to pay the same to your orator.

Your orator alleges and shows that Robert Bell and his wife Caroline Bell, who was his heirs and universal legatee, are both dead, and the heirs of Caroline, if any there be, are unknown to your petitioner, and, therefore, neither said Robert Bell nor Caroline Bell, nor their

heirs are made parties to this suit. That Thomas C. Magoffin resides out of the State of Louisiana, and is not now personally present in it; that George Morgan resided in the State of New York at the date of his death, and his heirs now reside in the State of New York, and none of them are personally present in the State of Louisiana. That James B. Hullen resides out of the State of Louisiana at the date of his death, and his heirs, if any he had, reside out of the State of Louisiana, and no one of them is now present in it; that Mary Hampton resided in South Carolina at the date of her death, and none of her heirs are present to the knowledge of your orator, in the State of Louisiana; that Susan F. Manning resided in the State of South Carolina at the time of her death, and her heirs reside in said State, and none of them are to the knowledge of your orator present in the state of Louisiana; that John L. Manning resides in the State of South Carolina, and he is not present to the knowledge of your orator in the State of Louisiana: That William Hagan, a citizen of the State of Louisiana, residing in the City of New Orleans, is at the present time the syndic of the creditors of Thomas Barrett, and he cannot for that reason be made a party to this suit: That for the reasons above stated, neither the said Robert Bell, nor Caroline Bell, nor her heirs, nor Thomas C. Magoffin, nor George Morgan, nor his heirs, nor James B. Hullen, nor his heirs, nor Mary Hampton, nor her heirs, except Caroline M. Preston, who is one of them, nor Susan F. Manning, nor her heirs, nor John L. Manning, nor William Hagan, syndic as aforesaid, are made parties defendants in this suit; but if your honors shall be of opinion that the said William Hagan, syndic, can be lawfully made a party defendant herein, your orator prays he may be served with process and made a party to this suit according to the course of practice in this Honorable Court; and if any of the parties, who ought, if present, to be made parties defendant herein, shall in due time come within the jurisdiction of this Honorable Court, your orator prays that such party be served with process and be made defendant in this suit:

Your orator further shows, that judgment was rendered in the suit styled the Union Bank of Louisiana *vs.* Thomas Barrett & Co., No. 15,775, on the docket of the first Judicial District Court of Louisiana, on the 8th day of December, 1838, and not on the 8th day of January, 1838, as is erroneously stated in your orator's original bill or petition; that said judgment was duly recorded, as were likewise the judgment in the suit of the Union Bank of Louisiana *vs.* Thomas Barrett & Co., No. 15,725 on said docket; and the judgment in the suit of the Union Bank of Louisiana *vs.* Thomas Barrett & Co., and Herman, Briggs & Co,, No. 15,989 on the said docket, in the Mortgage Office for the City and Parish of New Orleans, where Thomas Barrett then resided, and where he continued to reside up to the time of his death, and all the said judgments were duly reinscribed in said mortgage office on the 19th day of December, 1848; that the judgment in the suit of the Union Bank of Louisiana *vs.* Thomas Barrett & Co., and Herman Briggs & Co., No. 16,417, on

the docket of said District Court, and likewise the judgment in the suit of the Union Bank of Louisiana *vs.* Thomas Barrett, No. 16,411 on said docket, were each duly recorded in said Mortgage Office for the City and Parish of New Orleans, on the 7th day of March, 1839, and were each duly reinscribed in said mortgage office on the 19th day of December, 1848.

Your orator avers, that by reason of the recording said judgments in said mortgage office a judicial mortgage on all the slaves of Thomas Barrett then owned by him, resulted in favor of the owner of said judgments, commencing from the date of the said recording of the said judgments in said mortgage office to secure the payment of the same, and that said mortgages were kept alive by their reinscription in said mortgage office, and they now are in full force, and all said judgments and mortgages belong to your orator as is stated in his original petition or bill, by transfer from said Union Bank of Louisiana to your orator by public act passed before Adolphe Mazureau, Notary Public of New Orleans, on the 19th day of May, 1849, a copy of which is hereto annexed as an exhibit and marked A.

That the said suits numbered on the docket of the 1st Judicial District Court of Louisiana, 15,725, 15,775, 15,989, and 16,417, are all erroneously styled in your orator's original petition or bill of complaint, the Union Bank of Louisiana *vs.* Thomas Barrett, while the real titles of said suits are as follows, to wit: No. 15,725, is styled on the said docket, the Union Bank of Louisiana *vs.* Thomas Barrett & Co., No. 15,775, the Union Bank of Louisiana *vs.* Thomas Barrett & Co., No. 15,989, the Union Bank of Louisiana *vs.* Thomas Barrett & Co., and Herman Briggs & Co., No. 16,417, the Union Bank of Louisiana *vs.* Thomas Barrett & Co., and Herman Briggs & Co. Your orator filed on the 20th day of December, 1853, transcripts of each and all said suits and the certificates of the recorder of mortgages of the Parish and City of New Orleans attached thereto, showing the dates of the original recording of said judgments in his said office, and the date of the reinscription thereof in his said office, which transcripts he now begs leave to mark in the order of their numbers on the said docket of said First Judicial District Court of Louisiana, B, C, D, E, and F, and prays that they be taken as exhibits accompanying his original petition or bill.

In tender consideration of all which your orator prays leave to withdraw his replication herein filed, and to file this his amended and supplemental bill of complaint; that the defendants answer the same, and after all due proceedings had, that the said judgment procured by the heirs of Hampton to be rendered by the said late Parish Court of the State of Louisiana, held in and for the Parish and City of New Orleans, and on the 2d day of March, 1841, signed by the Judge of said Parish Court, ordering a sale of said plantation and slaves, be annulled, and be decreed, adjudged, and declared to be null, void, and of no effect whatever; and that the said sale of said plantation and slaves, made by the sheriff of the Parish of St. James, on or about the 12th day of May, 1841, under said judgment, be an-

nulled, and decreed, adjudged, and declared null and void, and of no effect whatever; and that the judgment of the said Parish Court rendered at the instance of the said heirs of Hampton, and signed by the Judge of said Parish Court on the 27th day of April, 1844, be annulled, and decreed, and declared, and adjudged to be null, void, and of no effect whatever; and that so much of the judgment rendered by the said Parish Court at the instance of the heirs of Hampton in the suit of the Syndics of Thomas Barrett *vs.* Robert Bell, and signed by the Judge of said Parish Court on the 15th day of December 1845, as is founded on the supposed validity of the said judgment rendered by said Parish Court ordering the sale of said plantation and slaves, &c., and on the supposed validity of the sale of said property made under said judgment, be annulled, and be decreed, adjudged, and declared null, void, and of no effect whatever; and your orator further prays as in his original petition or bill of complaint, and that his said several judgments so rendered as aforesaid by the said first Judicial District Court of Louisiana in favor of the Union Bank of Louisiana, and which are now the property of your orator, be decreed each to bear a mortgage on all the slaves mentioned and described in his original bill of complaint, and on all the issue of said female slaves, dating on and from the day on which each of said judgments was originally recorded in the said Mortgage Office for the Parish of Orleans and City of New Orleans, and that said slaves and the children of said slaves be decreed to be sold to pay the debt due your orator, and that a master of this Honorable Court be ordered to take an account of what is due to your orator for debt, interest, and cost, and report the same to this Court; that the defendants be ordered to produce and deliver to the Marshal all said slaves mentioned and described in said orginal petition or bill of complaint of your orator, and all the children of said female slaves, in order that the same may be sold to pay the debt due your orator, and that defendants be decreed and condemned in solido to pay to your orator the amount of the reasonable value of the hire of said slaves from the date of the institution of this suit up to the date of the surrender and delivery of said slaves old and young to the Marshal for sale, or so much of the value of said hire of said slaves as will suffice, together with the price for which said slaves may be sold by the Marshal, to pay and fully satisfy the debt due your orator, and all cost of this suit, and that the said defendants be decreed and condemned to pay the whole debt due to your orator, if they shall fail to surrender and deliver up to the Marshal all said slaves now living, mentioned and described in your orator's original petition or bill of complaint, and all their increase now living; your orator further prays for all such other and further relief as the nature and equity, and as in duty, &c., he will ever pray.

RICH'D C. STOCKTON,
of Counsel for Comp't.

ALEX. T. STEELE, *Solicitor.*

The affidavit required by the 29th rule of the Court for Equity cases is dispensed with and not required.

New Orleans Dec. 16th, 1854.

(Signed) BENJAMIN, BRADFORD & FINNEY.

Exhibit A to Amended Bill.

Mortgage from J. Hagan, Jr., to Union Bank.

Before me, Adolphe Mazureau, a Notary Public in and for the Parish and City of New Orleans, duly commissioned and sworn, and in the presence of the subscribing witnesses.

Personally appeared Charles A. Jacobs, Esq., of this city, President of the Union Bank of Louisiana, an incorporated institution of this State, established in this city, herein acting in his said capacity, by virtue of a resolution of the Boards of Directors of said bank, under date of the sixteenth April last, a certified copy of which is hereto in the margin annexed, who declared that for the consideration * hereinafter expressed, he does by these presents, in the name of said Union Bank of Louisiana, transfer, assign, and set over to John Hagan, Jr., Esqr., in the Parish of Iberville, in this State, here present and accepting for himself, his heirs and assigns, all the right, titles, interest, privileges, of the Union Bank of Louisiana, in and to the following judgments, to wit:

1st. A judgment rendered on the third and signed on the eighth day of December, eighteen hundred and thirty-eight, by the First Judicial District Court of the State of Louisiana, in favor of the Union Bank of Louisiana, against Thomas Barrett & Company, in the suit of the Union Bank of Louisiana *vs.* Thomas Barrett & Co., being No. 15,775 on the docket of said Court, for the sum of eight thousand two hundred ninety-seven dollars and thirty-five cents, with six per cent. interest per annum on the sum of eight thousand two hundred ninety-four dollars and thirty-five cents, from the sixth of March, eighteen hundred and thirty-seven, till paid, with costs of suit.

2d. A judgment rendered on the third and signed on the seventh day of December, eighteen hundred and thirty eight, by the First Judicial District Court of the State of Louisiana, in favor of said Union Bank of Louisiana, against Thomas Barrett & Co., and others in the suit of the Union Bank of Louisiana *vs.* Thomas Barrett & Co. and *al.*, being No. 15,989 on the docket of said Court, for the sum of sixteen thousand six hundred and sixty-nine dollars and eighteen cents, with seven per cent. interest on the sum of sixteen thousand six hundred and sixty-six dollars and sixty eight cents, from the thirty-first March, eighteen hundred and thirty-seven, till paid, with costs of suit.

3d. A judgment rendered on the twentieth and signed on the twenty-sixth February, eighteen hundred and thirty-nine, by the First Judicial District Court of Louisiana, against Thomas Barrett,

in favor of the said Union Bank of Louisiana, in the suit of the Union Bank of Louisiana *vs.* Thomas Barrett, being No. 16,411 on the docket of said Court, for the sum of three thousand eight hundred seventy-two dollars and fifty cents, with six per cent. interest per annum on the sum of three thousand eight hundred and seventy dollars, from the twenty-ninth May, eighteen hundred and thirty-eight, till paid.

4th. A judgment rendered on the twentieth and signed on the twenty-sixth February, eighteen hundred and thirty-nine, by the First Judicial District Court of the State of Louisiana, against Thomas Barrett and Co., and in the suit of the Union Bank of Louisiana *vs.* Thomas Barrett & Co. and *al.*, being No. 16,417 on the docket of said Court, for the sum of sixteen thousand six hundred and sixty-nine dollars and sixteen cents, with six per cent. interest per annum on the sum of sixteen thousand six hundred and sixty-six dollars sixty-six cents, from the thirty-first March, eighteen hundred and thirty-seven, till paid, with costs of suit.

5th. A judgment rendered on the tenth May, eighteen hundred and forty-four, by the Fifth District Court of New Orleans, in favor of the Union Bank of Louisiana, against John Hagan, Senior, in the suit of the Union Bank of Louisiana *vs.* John Hagan, Senior, being No. 23,219 on the docket of said Court, for the sum of forty-five thousand and three dollars, with interest on the sum of forty-five thousand dollars, from the seventh May, eighteen hundred and forty-two, till paid, with costs of suit, and with mortgage and privilege on the property described in plaintiff's petition, upon which judgment of forty-five thousand and three dollars, there is a credit for the proceeds of the property sold, reducing said judgment to the sum of eighteen thousand three hundred thirty-nine dollars and fifty-four cents, with interest from the fifteenth of April, eighteen hundred and forty-five.

6th. A judgment rendered on the third and signed on the eighth of December, eighteen hundred and thirty-eight, by the first Judicial District Court of the State of Louisiana, in favor of the Union Bank of Louisiana against Thomas Barrett & Co. in the suit of the Union Bank of Louisiana *vs.* Thomas Barrett & Co., being No. 15,725 on the docket of said Court, for the sum of ten thousand and four dollars with six per cent. interest on the sum of ten thousand dollars from the twenty-sixth April, eighteen hundred and thirty-seven till paid, and costs of suit; on account of the said judgment, two thousand eight hundred twenty-nine dollars and eighty-eight cents have been paid.

And the said Charles A. Jacobs, in his said capacity, hereby declares that so far as the last mentioned judgment is concerned, the said Union Bank of Louisiana hereby transfers to said John Hagan, Jr., so much only of the rights of said institution for which the said Thomas Barrett & Co. may remain liable after the bank shall have

exhausted the means to collect from the other parties to the debt for the benefit of the bank.

By means of the present transfer the said John Hagan, Jr., is hereby instituted in the lieu and place of the Union Bank of Louisiana with respect to said judgments, above particularly described, against all the parties concerned; and the said Charles A. Jacobs, as President of the Union Bank of Louisiana, does by these presents subrogate the said John Hagan, Jr., to all the rights and privileges to which the said institution is entitled, to recover from the parties concerned the payment in principal, interest, and costs of the said judgments, or of such parts or balance as may remain unpaid upon the same as above explained.

The present transfer and subrogation is made and accepted for and in consideration of the sum of thirty-eight thousand seven hundred seventy-seven dollars and eight cents, being thirty-five thousand dollars in principal and three thousand seven hundred seventy-seven dollars and eight cents for interest at the rate of seven per cent. per annum from the fifteenth of September, eighteen hundred and forty-eight, which said sum of thirty-eight thousand seven hundred seventy-seven dollars and eight cents the said John Hagan, Jr., hereby binds and obligates himself to pay to the said Union Bank of Louisiana at the banking house of said institution in this city on the first day of April, eighteen hundred and fifty, fixed accordingly the said John Hagan, Jr., who hereby acknowledges himself justly and truly indebted to said Union Bank of Louisiana, in consequence of the present transfer and subrogation has immediately furnished an obligation by himself subscribed this day in favor of the said Union Bank of Louisiana for the said sum of thirty-eight thousand seven hundred seventy-seven dollars and eight cents, payable at the banking house of said institution in New Orleans on the first day of April, eighteen hundred and fifty fixed, which obligation, after having been signed *ne varietur* by me, notary, for the purpose of identification with these presents, was handed over to and accepted by the said Charles A. Jacobs, who, in his said capacity, hereby acknowledges the receipt thereof:—

Now, therefore, in order to secure the full and punctual payment of said obligation in principal, interest, and costs, the said John Hagan, Jr., does hereby specially mortgage and hypothecate in favor of the said Union Bank of Louisiana all and singular the plantation and slaves hereinafter described, to wit:—

1st. A certain plantation situated in the Parish of Iberville in this State, on the left bank (descending) of the river Mississippi, on the upper side of the point next below the church of St. Gabriel, and composed of, first, a tract of land measuring eleven arpents front by a depth of thirty-five to forty arpents, bounded above by lands of Bernard Allain, and below by a tract of land hereinafter described; second, a tract of land situated about five arpents lower

down the said river Mississippi, measuring five and a half arpents, more or less, in front, by a depth of about twenty-eight arpents, where it runs to a point bounded above by the tract of land next below described and below by lands belonging to the heirs of Cornelius Baldwin; third, and another tract or parcel of land measuring five arpents front on the said river Mississippi, and running back twenty-eight arpents to a point where its side lines intersect each other, the said tract intervening between the two hereinabove described, and bounded on both sides by the same, together with all the buildings and improvements, stock, horses, cattle, sheep, carts, ploughs, &c.

2d. The following named slaves, fifty-eight in number now, and attached to the said plantation, viz: Cooper, aged fifty-three years; Harry, sixty-three; Andrew, forty-eight; Isaac, fifty-three; Tom, forty-three; Nelson, thirty-three; Jack, thirty-three; Jacob, twenty-nine; Isham, twenty-nine; Emanuel, twenty-seven; Diamond, twenty-eight; Anthony, twenty-three; Sam Siddle, twenty-eight; Abraham, thirty-three; Tom Skinner, thirty-one; Robert, thirty; Jack Brown, twenty-eight; Joe, twenty-three; Bill, twenty-three; Maney, twenty-one; Amanda, eighteen; Gates, twenty-seven; Edom, twenty-five; Polly, thirty-nine; Parthenie, twenty-eight; Lavinia, fifteen; Charles, ten; Isaac, five; Eliza Siddle, twenty-three; Diaria, twenty-five; Sarah, eleven; Dick, nine; Tom, seven; Mary, five; Caroline, twenty-eight; Polly, thirteen; Harrison, nine; Eliza Coleman, twenty-seven; Cooper, six; Sucky, forty-three; Milly, thirty-five; Vilin, eleven; Delph, thirty-five; William, six; Eveline, twenty-five; Winney, eleven; Nelson, nine; Mining, seven; Betty, twenty-three; Elizabeth, six; Mary, thirty-three; Lavina, fifteen; John, ten; Lucy, nine; Giles, five; James, six:—

Together with the increase of said slaves: and the said John Hagan, Jr., binds himself not to sell, mortgage, nor deteriorate the said mortgaged plantation and slaves to the prejudice of this mortgage, and hereby confesses judgment for the amount of his said obligation in principal, interest, and costs.

It is hereby agreed that the said John Hagan, Jr., shall have the privilege of extending the payment of the above mentioned obligation, from year to year, during the space of four years, by paying each and every year, commencing on the first of April, eighteen hundred and fifty, a curtailment of one-fourth of said obligation equal to nine thousand six hundred ninety-four dollars and twenty-seven cents, together with the interest from one year and in advance at the rate of seven per cent. per annum on the balance.

It is further agreed and expressly understood that the present transfer and subrogation is made by the Union Bank of Louisiana, without any warranty, and accepted by the said John Hagan, Jr., without recourse on or against the said institution, and it is finally agreed that any judgments that may have been accidentally omitted

in the heretofore recited against Thomas Barrett and Company, and John Hagan, Senior, are hereby included in the present transfer and subrogation to the said John Hagan, Jr., so far as regards the said Thomas Barrett & Co., and the said John Hagan, Senior.

By reference to the annexed certificate of the recorder in and for the Parish of Iberville, it appears that there exists no mortgage whatsoever, recorded in the name of John Hagan, Jr., affecting the above described plantation and slaves.

And next personally appeared Mistress Mary Fort Hagan, the wife of said John Hagan, Jr., by her said husband duly authorized, who acknowledges that she is fully aware of the rights of married women on the property of their husbands, which said rights I, the said notary, did carefully explain to her, out of the presence and hearing of her said husband, and she further declared that being well informed of the existence of an act of the legislature of the State of Louisiana, entitled "An act to limit the time in which married women, aged about twenty-one years, may retract renunciations by them, made in favor of a third person, of their matrimonial, dotal, paraphernal, and other rights, and to authorize them in future to make valid renunciations: approved March, 25th, 1835," she does, by these presents of her own free will and accord, renounce in favor of the said Union Bank of Louisiana, all the matrimonial, dotal, paraphernal, and other rights and privileges, which, by virtue of the law or otherwise, she may have on the plantation and slaves, hereby mortgaged by her said husband in favor of the said Union Bank of Louisiana.

1st. For the restitution and replacing of such dotal effects as were her property previous to marriage.

2d. For the restitution and replacing of such dotal effects as she may have since acquired by succession or donation.

3d. For the payment of such of her paraphernal property as shall have been appropriated by her said husband to his own use, or by which he may, in his individual capacity, have profited.

4th. As a security for the obligations of her husband as usufructuary of her paraphernal property.

5th. As an indemnity for debts which she may have contracted with her husband, as also for the purpose of replacing such part of her separate property as may have been sold, and generally in virtue of all causes whatsoever.

And the said Mrs. John Hagan, Jr., binds herself and her heirs to the said Union Bank of Louisiana, that she and they shall and will at all times acknowledge and sustain the validity of the foregoing mortgage and of this renunciation.

The said mortgage and renunciation are hereby accepted by the said Charles A. Jacobs, for and in the name of the Union Bank of Louisiana. Done and passed in my office, at the City of New Orleans, on this nineteenth day of May, eighteen hundred and forty-nine, in the presence of Messrs. Francis Meteyé and Philippe Char-

bonnet, witnesses, who have signed these presents with the parties, and me, notary, after reading the whole.

(Signed) JOHN HAGAN, Jr.,
MARY FORT HAGAN,
CHARLES A. JACOBS,
P. CHARBONNET,
F. METEYE.
A. MAZUREAU, *Not. Pub.*

I certify the foregoing to be a true copy from the original in the records of Adolphe Mazureau, Not. Pub., my predecessor in office, N. Orleans, Nov'r 23d, 1854, * and on the terms and conditions. *Lil* and signed. Sixteen words erased null * these references app'd.

[SEAL.] THOS. LAYTON, *Not. Pub.*

Copy of the annexed Document.

UNION BANK OF LOUISIANA, NEW ORLEANS, 10*th April*, 1849.

The president stated that for want of quorum, no meeting having been held on Friday last, he had called this special meeting to act on the compromised offered by Jno. Hagan, Jr., for the debt of Thos. Barrett & Co. and Jno. Hagan, Sen., said John Hagan, Jr., having completed his titles to his plantation in the Parish of Iberville, which he proposed to mortgage to the bank.

Whereupon it was unanimously resolved that considering the situation of said debts, the bank agrees to sell and transfer to Jno. Hagan, Jr., all its rights, titles, interest, in and to five certain judgments against Thos. Barrett & Co., and one judgment against Jno. Hagan, sen'r, for the sum of thirty-five thousand dollars, payable in four equal annual instalments on the 1st April, 1850, 1851, 1852, and 1853, with seven per cent. per an. int. from 15th Sept., 1848, until paid, secured by a first mortgage on his plantation and slaves in the Parish of Iberville.

I hereby certify the above to be a true copy from the minutes of the bank.

[SEAL.] (Signed) FRED. TIN, *Cashier.*

I hereby certify the above to be a true copy from the copy annexed in the records of A. Mazureau, my predecessor in office.

N. Orleans, Nov. 23d, 1854. Two words erased null.

THOS. LAYTON, *Not. Pub.*

Exhibit B to Amended Bill, &c.

Record case of Union Bank *vs.* T. Barrett & Co., No. 15,725.

STATE OF LOUISIANA,
Fifth District Court of New Orleans.

UNION BANK OF LOUISIANA
vs.
THOS. BARRETT & Co. } No. 15,725.

Petition. Filed 27th March, 1838.

To the Honorable the First District Court of the State of Louisiana.

The petition of the Union Bank of Louisiana, a corporation created by law, and established in New Orleans, respectfully showeth: That the petitioner is bearer and proprietor of a bill of exchange, dated at Vernon, 23d April, 1836, drawn by James F. Griffin on Stanton Buckner & Co., of Natchez, to the order of Wm. L. Balfour, who endorsed the same, said bill being for ten thousand dollars. That the said bill was afterwards also endorsed by Hermann Briggs & Co. and by Thos. Barrett and Co.

That the said bill was accepted, but at maturity was protested for want of payment after due demand made of the acceptors.

That the said drawer and all the endorsers had due and sufficient notice of the said protest and non-payment of the said bill.

That they have all been amicably requested to pay the same, but they have refused or neglected to do it. That said note and protest are hereto annexed as part of the petition.

Wherefore your petitioner prays that the said Thos. Barrett and Co., residing in the City of New Orleans, be cited to answer this petition, and that they may be condemned to pay the said sum of ten thousand dollars with interest and damages according to law.

The petitioner further prays that the said Thos. Barrett, one of the firm of Thos. Barrett and Co., may answer on oath to the following interrogatories:—

1st. Have you received notice of the protest of the bill annexed to this petition?

2d. When and how did you receive said notice?

(Signed) H. R. DENIS, *Att'y for Pet'r.*

Order.

It is ordered that the def't, Thomas Barrett, answer under oath the interrogatories propounded to him by pl'ff within the legal delay. March 27th, 1838.

(Signed) A. M. BUCHANAN, *Judge.*

Rec'd N. Orl's, 11th Aug., 1841. The note and pro. annexed.

(Signed) H. R. DENNIS, *Att'y.*

Citation.

STATE OF LOUISIANA,
First Judicial District Court.

Messrs. Thos. Barrett & Co., of this City.

You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the First Judicial District Court in the City of New Orleans, in ten days after the service hereof.

Witness the Honorable A. M. Buchanan, Judge of the said Court, the 27th day of March, in the year of our Lord 1838.

[SEAL.] (Signed) JNO. L. LEWIS,
D'y Clerk.

THE UNION BANK OF LOUISIANA
vs.
THOS. BARRETT & Co. } No. 15,725.

Return.

Received 27th March, 1838, and on the same day served copy of petition and citation on Thomas Barrett, of the firm of Thos. Barrett & Co., in person. Returned 10th April, 1838.

(Signed) GEO. W. GAVIN,
D'y Sheriff.

Judgm'nt by default. April 11th, 1838.

THE UNION BANK OF LOUISIANA
vs.
THOMAS BARRETT & Co.

On motion of H. R. Denis, Esq., of counsel for the pl'ffs, and on showing to the Court that the def'ts had failed to answer, tho' duly cited, the Court order that judgment by default be entered against them.

Exception. Filed 18*th April,* 1838.

UNION BANK OF LOUISIANA
vs.
THOS. BARRETT & Co. } First District Court.

Thomas Barrett, one of said firm, comes into court, and excepts to pl'ffs' petition on the grounds—

1st. The parties are not sufficiently designated.

2d. The pl'ffs cannot maintain this action, having suspended specie payment in violation of the charter. Wherefore, he prays to be hence dismissed, with costs.

(Signed) J. R. STERETT,
for Def't.

Order. Jug't set aside. 18*th April*, 1838.

On motion of J. R. Sterrett, Esq., of counsel, and on filing the exception of the def'ts, the Court order that the judgment by default herein taken on the 11th inst. be set aside.

Testimony on Exceptions. Filed 4*th May*, 1838.

Union Bank of La. *vs.* T. Barrett & Co.; Same *vs.* T. Barrett & Co., and W. Anderson & Co.; Same *vs.* T. Barrett & Co., and Same *vs.* T. Barrett & Co., and S. Hermann & Son.

Testimony taken in open court on Exceptions, 4th May, 1838.

Martin Gordon, Jr., witness for def't, sworn, says: He is cashier of the Union Bank of Louisiana; he was so on the 13th May, 1837; he was aware that 6 or seven of the banks of this city suspended specie payment on that day; on the morning of that day the Union bank paid in specie; directions were given to the Tellers of said Bank, to suspend specie payment on all notes over Ten Dollars; notes over that denomination were frequently offered and specie refused; there were no checks offered and refused, to his knowledge; he has no recollection of checks being offered since that period, and specie refused; it might have been so, that it is very likely the orders were to refuse specie on checks; the Union Bank has never resumed specie payment from that day to this.

Rule taken under consideration. 4*th May*, 1838.

THE UNION BANK OF LOUISIANA
vs.
THOS. BARRETT & Co.

This cause came on to-day for trial before the Court, on the exceptions filed by the def'ts, Denis, for pl'ff: Sterrett, for def'ts: When, after hearing pleadings, testimony, and argument of counsel, the Court took the same under consideration.

Bill of Exceptions. Filed 5*th May*, 1838.

UNION BANK OF LOUISIANA
vs.
THOS. BARRETT & Co.

Be it known, that on the trial of the exceptions in this case filed, def'ts offered to show, in evidence, the actual situation of the Union Bank at the date of the suspension of specie payments, in order to establish the fact that the pl'ffs were unable to pay specie, and also offered to show by testimony, that the bank was not in a situation even at this time, to pay specie; which being objected to by pl'ffs, and said objection being sustained by the Court, the counsel for def'ts filed this his bill of exceptions.

By the Court: The plaintiffs were not apprised by the exception, that an inquiry would be instituted into the situation of their affairs.

(Signed) A. M. BUCHANAN, *Judge.*

Judgm't and Reasons (on Except.) 26*th May*, 1838.

The Court having taken this case under consideration on the exception filed by the def'ts, do for the reason assigned in the written opinion and judgment this day delivered and on file, in the case of the Union Bank of La. *vs.* Thomas Barrett & Co., and S. Hermann & Son, No. 15,777 of the Docket of this Court, order and adjudge that said exception be overruled with cost.

Judgment rendered May 26th, 1838. Signed June 1st, 1838.

(Signed) A. M. BUCHANAN, *Judge.*

Judg't by Default. June 1*st*, 1838.

UNION BANK OF LOUISIANA
vs.
THOS. BARRETT & Co.

On motion of H. R. Denis, Esqr., of counsel for the pl'ffs, and on showing to the Court that the exceptions filed by def'ts had been overruled, and that they had failed to answer to the merits within the delay allowed by the Court, it is ordered that judgment by default be entered against them.

Order setting default aside. June 2*d*, 1838.

UNION BANK OF LOUISIANA
vs.
THOS. BARRETT & Co.

On motion of J. R. Sterrett, Esqr., and on filing the answer and prayer for jury of the defendants, the Court order that the judgment by default herein taken yesterday be set aside.

Judgment. 3*d December*, 1838.

UNION BANK OF LOUISIANA
vs.
THOS. BARRETT & Co.

This cause came on to-day for trial before a jury: Denis for pl'ff, Sterrett, for def't; when, by consent of counsel, the trial by jury was waived, and the cause put before the Court; and the pl'ffs having proved their demand to the satisfaction of the Court, it is ordered and adjudged that said pl'ffs, the Union Bank of Louisiana, recover of the def'ts, Thos. Barrett & Co., the sum of ten thousand and four dollars, with six per cent. interest on the sum of $10,000, amount

of the draft sued on, from the 26th April, 1837, till paid, and costs of suit.

Judgment rendered Dec'r 3d, 1838.

Signed Dec'r 8th, 1838.

(Signed) A. M. BUCHANAN, *Judge.*
(Signed) THEO. LEWIS, *D'y Cl'k.*

Certificate of Judgment.

THE STATE OF LOUISIANA,
First Judicial District Court.

I hereby certify that on the 3d day of Dec'r, 1838, judgment was entered in this Court, in the suit of The Union Bank of Louisiana *vs.* Thomas Barrett & Co., in the words and figures following, to wit:

THE UNION BANK OF LOUISIANA
vs.
THOMAS BARRETT & Co. } No. 15,725.

This cause came on to-day for trial before a jury: Denis for pl'ffs, Sterrett for def'ts; when, by consent of counsel, the trial by jury was waived, and the cause put before the Court; and the pl'ffs having proved their demand to the satisfaction of the Court, it is ordered and adjudged that said pl'ffs, the Union Bank of Louisiana, recover of the defendants, Thomas Barrett and Co., the sum of ten thousand and four dollars, with six per cent. interest on the sum of $10,000, amount of the draft sued on, from the 26th April, 1837, till paid, and costs of suit.

Judgment rendered 3d December, 1838.

Signed 8th December, 1838.

(Signed) A. M. BUCHANAN, *Judge.*
(Countersigned) THEO. LEWIS, *D'y Clerk.*

Judgment recorded in Judgment Docket, page 106, C.

Which costs amount to the sum of thirty dollars and 81¼ cents, exclusive of the sheriff's fees.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court, at the City of New Orleans, on this 12th day of December, in the year of our Lord one thousand eight hundred and thirty-eight, and in the sixty-third year of the independence of the United States.

[SEAL.]

Amount of judgment, $10,004.

Amount of costs, $30 81¼.

[SEAL.] (Signed) P. LE BLANC,
D'y Clerk.

Return.

Received 13th December, 1838, and on the 14th served copy of

the within judgment on Thomas Barrett, of the firm of Thomas Barrett & Co., in person. Returned 15th December, 1838.

(Signed) GEO. W. GAVIN,
D'y Sheriff.

Answer. Filed 2d June, 1838.

UNION BANK OF LOUISIANA
vs.
THOMAS BARRETT & Co.

In the First District Court : The def'ts, for answer to pl'ffs' petition, admit their signature to the instruments sued on, but deny all the other allegations therein contained, and pray to be hence dismissed, and for a trial by jury.

(Signed) J. R. STERRETT,
for Def't.

Order. November 7th, 1843.

UNION BANK OF LOUISIANA
vs.
THOS. BARRETT & Co. } No. 15,725.

On motion of L. Pierce, Esq., it is ordered that plff. show cause on Saturday next the 11th inst., at 10 o'clock A. M., why the mortgages inscribed in the Parish of Jefferson against J. B. Huller and Lucien Hermann, members of the late firm of Thomas Barrett & Co., on account of judgments, one rendered on the 3d Decr., 1838, for $16,669 16, with interests and costs, and one rendered on the 3d Decr., 1838, for $10,004, interests and costs, and one rendered on the 20th July, 1839, for $16,669 16, interests and costs, and one rendered 3d Decr., 1838, for $8,297 35, interests and costs, should not be raised and cancelled.

Extract from the minutes.

[SEAL.] (Signed) G. W. LEWIS,
D'y Clerk.

Return.

Rec'd 7th November, 1843, and on the same day served copy of the within order on the plaintiffs at their banking house, corner of Custom-house and Royal Streets, through F. Frey, Cashier, in person.

Ret'd 8 November, 1843.

(Signed) P. & F. LEWIS, *D'y Sh'ffs.*

Order (rule absolute). 11th November, 1843.

UNION BANK OF LOUISIANA
vs.
THOS. BARRETT & Co.

By consent of counsel, the rule taken herein on plff. on the 7th

inst. is made absolute, and it is ordered that the mortgages inscribed in the Parish of Jefferson, against J. B. Huller and L. Hermann, members of the late firm of Thos. Barrett & Co., on account of judgments, one rendered on the 3d Decr., 1838, for $16,669 16, with interests and costs, and one rendered 3d Decr., 1838, for $10,004, interests and costs, and one rendered 20th July, 1839, for $16,669 16, interests and costs, and one rendered 3d Decr., 1838, for $8,297 35, interests and costs, be raised and cancelled.

Order. 30*th October*, 1844.

UNION BANK OF LOUISIANA
vs.
THOS. BARRETT & Co.

On motion of R. M. Carter, Esq., of counsel for the deft., Thomas Barrett, it is ordered that the Union Bank of Louisiana show cause on Saturday next, 2d November, at 10 o'clock A. M., why the mortgages resulting from the recording of the judgments in this case should not be raised and cancelled as to the said deft., Thomas Barrett, on the ground that the said Thomas Barrett has been released and discharged from the said judgments and from all his debts by decree in bankruptcy.

Order (*rule absolute.*) 2*d November*, 1844.

UNION BANK OF LOUISIANA
vs.
THOS. BARRETT & Co.

The rule taken in this case on the 30th ulto. by the deft., Thomas Barrett, on the plffs., came on to day for hearing before the Court: Carter for plff. in rule: Denis for plff. not present:

When, no cause being shown against the rule, and the Court considering the evidence, it is ordered that the said rule be made absolute, and that the mortgages resulting from the recording of the judgments in this case against the deft., Thomas Barrett, be cancelled and erased from the books of the Recorder of Mortgages.

STATE OF LOUISIANA,
Fifth District Court of New Orleans.

I hereby certify that the above and foregoing eleven pages do contain a transcript of all the proceedings, as well as of all the documents filed, and all the testimony adduced on the trial of the cause wherein the Union Bank of Louisiana is plaintiff and Thomas Barrett & Co. are defendants, instituted in this Court, and now on the records thereof under the Number 15,725.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court at the City of New Orleans on this fifth day of November, in the year of our Lord one thousand eight hun-

dred and fifty-three, and in the seventy-eighth year of the independence of the United State of America.

[SEAL.] JNO. J. BAREN, *Cl'k.*

Mortgage Office.

The undersigned recorder of mortgages for the Parish and City of New Orleans, State of Louisiana, certifies that the judgment No. 15,725, herein mentioned, has been, 1st, recorded in his office on the 20th December, 1838, and, 2d, reinscribed on the 19th December, 1848.

New Orleans, November the 14th, 1853.

[SEAL.] EDMOND V. WILTZ, *D'y R'r.*

Exhibit C to Amended Bill, &c.

Record case of

UNION BANK vs. T. BARRETT & Co. } No. 15,775.

STATE OF LOUISIANA,
Fifth District Court of New Orleans.

THE UNION BANK OF LOUISIANA vs. THOMAS BARRETT & Co. } No. 15,775.

Petition. Filed 3d April, 1838.

To the Honorable the First District Court of the State of Louisiana.

The petition of the Union Bank of Louisiana, a corporation created by law and established in New Orleans, respectfully showeth:

That your petitioner is bearer and proprietor of a bill of exchange dated at New Orleans, 2d January, 1837, drawn by Thomas Barrett & Co., for the sum of eighty-two hundred and ninety-four $\frac{35}{100}$ dollars, to the order of Hermann, Briggs and Co., who endorsed the same, payable sixty days after date, on J. W. Walker, of Vicksburg, who accepted the same.

That at maturity the said bill of exchange was protested for want of payment, demand being made of the said acceptor.

That although due and sufficient notice was given to the said drawer of the said non-payment and protest, and notwithstanding frequently and amicably demanded, he has always refused and neglected to pay the same.

That the said bill of exchange and protest are hereto annexed for reference.

Wherefore your petitioner prays that the said Thomas Barrett and Co., residing in this city, be cited to answer this petition, and condemned the said sum of eighty-two hundred and ninety-four $\frac{35}{100}$ dollars, to pay with interest and costs.

And your petitioner further prays all such other and further relief as the nature of the case may require.

(Signed) H. R. DENIS, *Att'y for Pl'ff.*

Rec'd the note and pro. annexed, 11th August, 1841.

(Signed) H. R. DENIS, *Att'y.*

Citation.

STATE OF LOUISIANA,
First Judicial District Court.

Messrs. Thomas Barrett & Co. of this city.

You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the Clerk of the First Judicial District Court, in the City of New Orleans, in ten days after the service hereof.

Witness the Honorable A. M. Buchanan, Judge of said Court, the 3d day of April, in the year of our Lord 1838.

[SEAL.] (Signed) G. W. LEWIS, *D'y Clerk.*

THE UNION BANK OF LOUISIANA
vs.
THOMAS BARRETT & Co. } No. 15,775.

Return.

Received 3d April, 1838, and on the 4th served copy of petition and citation on Thomas Barrett, of the firm of Thomas Barrett & Co., in person. Returned 10th April, 1838.

(Signed) GEO. W. GAVIN, *D'y Sheriff.*

Judg't by Default. 17*th April*, 1838.

UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. } No. 15,775.

On motion of H. R. Denis, Esqr., of counsel for the pl'ffs, and on showing to the Court that the def'ts had failed to answer, tho' duly cited, the Court order that judgment by default be entered against them.

Order. Judgment by Default (*set aside*). 19*th April*, 1838.

UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. } No. 15,775.

On motion of J. R. Sterrett, Esqr., and on filing the exception of the def'ts, the Court order that the judgment by default, herein taken on the 17th inst., be set aside.

Exception of Def'ts. Filed 19th April, 1838.

UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. } 1st District Court.

Thomas Barrett, one of the def'ts, excepts to the pl'ff's petition on the grounds:

1. The names of the def'ts are distinctly set forth.

2d. The corporation cannot maintain this suit, having violated the charter by suspending specie payment. Wherefore he prays to be hence dismissed.

(Signed) J. R. STERRETT, *for Deft's.*

Order.

Exception taken under consideration, 4th May, 1838.

THE UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. } No. 15,775.

This cause came on to-day for trial before the Court on the exception filed by def'ts: Denis for pl'ffs, Sterrett for def'ts: When, after hearing pleadings, testimony and arguments of counsels, the Court took the same under consideration.

Judg't and Reasons on Except'n. 26th May, 1838.

The Court having taken this case under consideration on the exception filed by def'ts, do for the reasons assigned in the written opinion and judgment this day delivered and on file in the case of the Union Bank of La. *vs.* Thomas Barrett & Co., and S. Hermann & Son, No. 15,777, of the docket of this Court, order and adjudge that said exception be overruled, with costs.

Judgment rendered May 26th, 1838. (Signed) June 1st, 1838.

(Signed) A. M. BUCHANAN, *Judge.*
(Countersigned) G. W. LEWIS, *D'y Clerk.*

Certificate of Judg't.

26th May, 1838 (missing but immaterial.)

Judgment by Default. 1st June, 1838.

UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. } No. 15,775.

On motion of H. R. Denis, Esq., of counsel for the pl'ffs, and on showing to the Court that the exception filed by the def'ts had been

overruled, and that they had failed to answer to the merits within the delay allowed by Court: It is ordered that judgment by default be entered against them.

Order (sett'g default aside.) 2d *June*, 1838.

UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. } No. 15,775.

On motion of J. R. Sterrett, Esq., and on filing the answer and prayer for jury of the def'ts, the Court order that the judgment by default herein taken yesterday be set aside.

Answer and Prayer for Jury. *Filed* 2d *June*, 1838.

UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. } No. 15,775.

In the 1st District Court.

The def'ts, for answer to pl'ffs' petition, admit their signatures to the instrument sued on, but deny all the other allegations therein contained, and pray to be hence dismissed and for a trial by jury.

(Signed) J. R. STERRETT, *for Def'ts.*

Judgment. 3d *December*, 1838.

UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. } No. 15,775.

This cause came on to-day for trial before a jury: Denis for pl'ffs, Sterrett for def'ts:

When, by consent of counsel, the trial by jury was waived and the cause put before the Court; and the pl'ffs having proved their demand to the satisfaction of the Court: It is ordered and adjudged that said pl'ff, the Union Bank of Louisiana, recover of the def'ts, Thomas Barrett & Co., the sum of eight thousand two hundred and ninety-seven dollars and thirty-five cents, with six per cent. interest on the sum of $8,294 35, amount of the draft sued on, from the 6th March, 1837, till paid, and costs of suit.

Judgment rendered Dec'r 3d, 1838. Signed Dec'r 8th, 1838.

(Signed) A. M. BUCHANAN, *Judge.*
(Countersigned) THEO. LEWIS, *D'y Cl'k.*

Certificate of Judgment.

STATE OF LOUISIANA,
First Judicial District Court.

I hereby certify, that on the 3d day of Dec'r, 1838, judgment

was entered in this Court in the suit of The Union Bank of Louisiana *vs.* Thomas Barrett & Co., in the words and figures following, to wit:

THE UNION BANK OF LOUISIANA
vs.
THOMAS BARRETT & Co. } No. 15,775.

This cause came on to-day for trial before a jury: Denis for pl'ffs, Sterrett for def'ts:

When, by consent of counsel, the trial by jury was waived, and the cause put before the Court, and the pl'ffs having proved their demand to the satisfaction of the Court, it is ordered and adjudged that said pl'ffs, the Union Bank of Louisiana, recover of the def'ts, Thomas Barrett & Co., the sum of eight thousand two hundred and ninety-seven dollars and thirty-five cents, with six per cent. interest on the sum of $8294.35, amount of the draft sued on from the 6th March, 1837, till paid, and costs of suit.

Judgment rendered 3d Dec'r 1838. (Signed) 8th Dec'r, 1838.

(Signed) A. M. BUCHANAN, *Judge.*
(Countersigned) THEO. LEWIS, *D'y, Cl'k.*

Judgment Recorded in Judgment Docket, page 106, *C.*

Which costs amount to the sum of twenty-seven dollars and 18¾ cents exclusive of the sheriff's fees.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court, at the City of New Orleans, on this 12th day of Dec'r, in the year of our Lord one thousand eight hundred and thirty-eight, and in the sixty-third year of the Independence of the United States.

Amount of Judgment $8,297.35.
Amount of Costs $27.18¾.
(Signed) P. LE BLANC, *D'y Clerk.*

Order, &c. 30*th October*, 1844.

UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. } No. 15,775.

On motion of R. M. Carter, Esq., of counsel for the def't, Thomas Barrett, it is ordered that the Union Bank of Louisiana show cause on Saturday next, the 2d Nov'r, at 10 o'clock A. M., why the mortgages resulting from the recording of the judgments in this case should not be raised and cancelled as to the said def't, Thomas Barrett, on the ground that the said Thomas Barrett has been released and discharged from the said judgments, and from all his debts, by decree in bankruptcy.

Order (*Rule made absolute*). *2d November*, 1844.

UNION BANK OF LA. vs. THOS. BARRETT & Co. } No. 15,775.

The rule taken in this case on the 30th ult'o by the def't, Thos. Barrett, on the plaintiff, came on to-day for hearing before the Court: Carter for plaintiff in rule, Denis for plaintiff, not present: When, no cause being shown against the rule, and the Court considering the evidence: It is ordered that the said rule be made absolute, and that the mortgages resulting from the recording of the judgments in this case against the def't, Thomas Barrett, be cancelled and erased from the books of the Recorder of Mortgages.

STATE OF LOUISIANA,
Fifth District Court of New Orleans.

I hereby certify that the above and foregoing eight pages do contain a transcript of all the proceedings, as well as of all the documents filed, and all the testimony adduced on the trial of the cause wherein the Union Bank of Louisiana is plaintiff and Thomas Barrett & Co. are defendants, instituted in this Court, and now on the records thereof, under the number 15,775.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court, at the City of New Orleans, on this fifth day of November, in the year of our Lord one thousand eight hundred and fifty-three, and in the seventy-eighth of the Independence of the United States of America.

[SEAL.] JNO. S. BAREN, *Cl'k.*

Mortgage Office.

The undersigned Recorder of Mortgages for the Parish and City of New Orleans, State of Louisiana, certifies that the judgment No. 15,775, herein mentioned, has been 1st recorded on the 20th December, 1838, and 2d reinscribed on the 19th December, 1848.

New Orleans, November the 14th, 1853.

[SEAL.] EDWARD V. WILTZ, *D'y Reg'r.*

Exhibit D to Amended Bill, &c.

Record case of

UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. & HERMANN, BRIGGS & Co. } No. 15,989.

STATE OF LOUISIANA,
Fifth District Court of New Orleans.

Petition. Filed 2d May, 1838.

To the Honorable the First District Court of the State of Louisiana.

The petition of the Union Bank of Louisiana, a corporation created by law, and established in New Orleans, respectfully showeth:

That the petitioner is bearer and proprietor of a note of hand, dated at New Orleans, 31st March, 1837, payable twelve months after date, of the sum of sixteen thousand six hundred and sixty-six dollars sixty-eight cents, drawn by Thomas Barrett & Co., to the order of Hermann, Briggs & Co., who endorsed the same.

That at maturity the said note was protested for want of payment, demand being first made of the said drawers.

That due and sufficient notice of the said non-payment and protest was given to the said endorsers.

That although amicably demanded to pay the same, the said drawers and endorsers have constantly neglected and refused so to do.

That the said note and protest are hereto annexed for reference.

Wherefore your petitioner prays that the said Thos. Barrett & Co. and the said Hermann, Briggs & Co., all residing in the City of New Orleans, be cited to answer this petition and condemned *in solido*, the said sum of sixteen thousand six hundred and sixty-six dollars sixty-eight cents, to pay to your petitioner, together with interest at the rate of seven per cent. per annum, costs of protest, and costs of suit.

And your petitioner further prays all such other and further relief as the nature of the case may require.

(Signed) H. R. DENIS, *Att'y for Pet'r.*

Rec'd 11th Aug't, 1841, the note and pro. annexed.

(Signed) H. R. DENIS.

Citation.

STATE OF LOUISIANA,
First Judicial District Court.

Messrs. Hermann, Briggs & Co. of this city:

You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the Clerk of the First Judi-

cial District Court, in the City of New Orleans, in ten days after the service hereof.

Witness the Honorable A. M. Buchanan, Judge of the said Court, the 2d day of May, in the year of our Lord 1838.

[SEAL.] (Signed) THEO. LEWIS, *D'y Clerk.*

THE UNION BANK OF LOUISIANA
vs.
THOMAS BARRETT & Co. AND OTHERS. } No. 15,989.

Return.

Received May 2d, 1838, and on the 3d day of said month served copy of petition and citation on Hermann, Briggs & Co., by handing the same to T. Hermann, one of the firm.

Returned May 5th, 1838.

(Signed) FRED. BUISSON, *Sheriff.*

Citation.

STATE OF LOUISIANA,
First Judicial District Court.

Messrs. Thomas Barrett & Co. of this city:

You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the Clerk of the First Judi cial District Court, in the city of New Orleans, in ten days after the service hereof.

Witness the Hon'ble A. M. Buchanan, Judge of said Court, the 2d day of May, in the year of our Lord 1838.

[SEAL.] (Signed) THEO. LEWIS, *D'y Clerk.*

THE UNION BANK OF LOUISIANA
vs.
THOMAS BARRETT & Co. *et al.* } No. 15,989.

Return.

Received May 2d, 1838, and on the 7th of said month served copy of petition and citation on Thom's Barrett & Co., by handing the same to Thom's Barrett, one of the firm. Returned May 9th, 1838.

(Signed) FRED. BUISSON, *Sheriff.*

Judgm't by default. 1*st June*, 1838.

UNION BANK OF LA.
vs.
THOS. BARRETT & Co. *& al.* } No. 15,989.

On motion of H. R. Denis, Esqr., of counsel for the pl'ff, and on showing to the Court that the def't had failed to answer, though

duly cited, it is ordered that judgment by default be entered against them.

Order (default set aside). *9th June*, 1838.

UNION BANK OF LA.
vs.
THOS. BARRETT & Co. *& al.* } No. 15,989.

On motion of J. R. Sterrett, Esqr., and on filing the separate answer and prayer for jury of the def'ts, Thos. Barrett & Co., the Court order that the judgment by default herein, taken on the 1st inst., be set aside as to said deft.

Answer of Barrett & Co. *Filed 9th June*, 1838.

UNION BANK OF LA.
vs.
THOS. BARRETT & Co. } 1st District Court.

The def'ts, for answer to plff's petition, admit their signature to the instrument sued on, and deny that they are in any manner or shape indebted to pl'ffs, and pray for a jury.

(Signed) STERRETT,
for Def'ts.

Judg't ag'st Barrett & Co. *3d December*, 1838.

This cause came on to-day for trial before a jury as to the def'ts, Thomas Barrett & Co.: Denis for pl'ffs, Sterrett for def'ts; when, by consent of counsel, the trial by jury was waived, and the cause put before the Court, and, the pl'ffs having proved their demand to the satisfaction of the Court, it is ordered and adjudged that said pl'ffs, the Union Bank of Louisiana, recover of said def'ts, Thomas Barrett & Co., the sum of sixteen thousand six hundred and sixty-nine dollars and eighteen cents, with seven per cent. interest on the sum of $16,666 68, amount of the note sued on, from the 21 March, 1837, till paid, and costs of suit.

Judgment rendered Dec'r 3d, 1838.

Signed Dec'r 7th, 1838.

(Signed) A. M. BUCHANAN, *Judge.*
(Countersigned) G. W. LEWIS, *D'y Clerk.*

Certificate of Judgment. *3d December*, 1838.

THE STATE OF LOUISIANA,
First Judicial District Court.

I hereby certify that on the third day of December, 1838, judgment was entered in this Court in the suit of Union Bank of Louisi-

ana *vs.* Thomas Barrett & Co. and Hermann, Briggs & Co., in the words and figures following, to wit:

UNION BANK OF LA.
vs.
THOS. BARRETT & CO. AND HERMANN, BRIGGS & Co. } No. 15,989.

This cause came on to-day for trial before a jury, as to the def'ts, Thomas Barrett & Co.: Denis for pl'ffs, Sterrett for def'ts; when, by consent of counsel, the trial by jury was waived, and the cause put before the Court, and, the pl'ffs having proved their demand to the satisfaction of the Court, it is ordered and adjudged that said pl'ffs, the Union Bank of Louisiana, recover of said def'ts, Thomas Barrett & Co., the sum of sixteen thousand six hundred and sixty-nine dollars and eighteen cents, with seven per cent. interest on the sum of 16,666 68, amount of the note sued on, from the 31st March, 1837, till paid, and costs of suit.

Judgment rendered December 3d, 1838.

Signed December 7th, 1838.

(Signed) A. M. BUCHANAN, *Judge.*
(Countersigned) G. W. LEWIS, *D'y Cl'k.*

Judgment recorded in Judgment Docket, page 106. Which costs amount to the sum of twenty-one dollars and seventy-five cents, exclusive of the sheriff's fees.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court at the City of New Orleans on this twelfth day of December, in the year of our Lord one thousand eight hundred and thirty-eight, and in the sixty-third year of the independence of the United States.

Amount of judgment $16,669 18. Amount of costs $21 75.

(Signed) THEO. LEWIS,
D'y Clerk.

Return.

Received 12th December, 1838, and on the 13th, served copy of the within judgment on Thomas Barrett, of the firm of Thomas Barrett & Co., in person.

Returned 13th December, 1838.

(Signed) GEO. W. GAVIN, *D'y S'ff.*

Order, &c. 30*th October*, 1844.

THE UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. *et al.* } No. 15,989.

On motion of R. M. Carter, Esq., of counsel for the defendants, Thos. Barrett & Co.: It is ordered that the Union Bank of Louisiana

show cause on Saturday, the 2d of Nov., at 10 o'clock A. M., why the mortgages resulting from the recording of the judgment in this case, should not be raised and cancelled as to the said def'ts, Thomas Barrett & Co. *et al.*, on the ground that the said Thomas Barrett & Co. have been released and discharged from the said judgments, and from all his debts, by decree in bankruptcy.

Order (*Rule made absolute*). 2*d November*, 1844.

UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. *et als.* } No. 15,989.

The rule taken in this case on the 30th ulto., by the def'ts, Thos. Barrett & Co., on the pl'ff, came on to-day for hearing before the Court: Carter for pl'ff on rule: Denis for pl'ff, not present: When, no cause being shown against the rule, and the Court considering the evidence, it is ordered that the said rule be made absolute, and that the mortgages resulting from the recording of the judgments in this case against the def'ts, Thomas Barrett & Co. *et als.*, be cancelled, erased from the recorder of mortgages.

STATE OF LOUISIANA,
Fifth District Court of New Orleans.

I hereby certify that the above and foregoing seven pages do contain a transcript of all the proceedings, as well as of all the documents filed on the trial of the cause wherein the Union Bank of Louisiana is plaintiff, and Thomas Barrett & Co. *et al.* are defendants, instituted in the First Judicial District Court, and now on the records of this Fifth District Court, under the number 15,989.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court, at the City of New Orleans, on this tenth day of November, in the year of our Lord one thousand eight hundred and fifty-three, and in the seventy-eighth of the Independence of the United States of America.

[SEAL.]

JNO. S. BARON, *Clerk.*

Mortgage Office.

The undersigned, recorder of mortgages for the Parish and City of New Orleans, State of Louisiana, certifies that the judgment No. 15,989, herein mentioned, has been first recorded in his office on the 20th December, 1838, and re-inscribed on the 19th December, 1848.

New Orleans, November 14th, 1853.

[SEAL.] EDMOND V. WILTZ, *D'y R'r.*

Exhibit E to Amended Bill, &c.

Record Case.

UNION BANK OF LA.
vs. } No. 16,417.
THOMAS BARRETT & Co., & HERMANN, BRIGGS & Co.

STATE OF LOUISIANA,
Fifth District Court of New Orleans.

Petition. Filed 23d July, 1838.

To the Honorable the Judges of the District Court in and for the First Judicial District of the State of Louisiana.

The petition of the Union Bank of Louisiana, a corporation created by law, and established in New Orleans—

Respectfully shows, that Thomas Barrett & Co., and Hermann, Briggs & Co., who reside in New Orleans, are justly and truly indebted unto petitioner in the full sum of sixteen thousand six hundred and sixty-six dollars and sixty-six cents, with $2.50 costs of protest, and interest, at seven per centum per annum, from the 31st day of March, 1837, for this, to wit: That petitioner is holder and owner of a certain note, for the sum of $16,666\frac{66}{100}$, drawn by Thomas Barrett & Co., to the order of, and endorsed by Hermann, Briggs & Co., dated at New Orleans, on the 31st day of March, and payable fifteen months after date, with interest from date, at the rate of seven per cent. per annum, which said note, on the 3d day of July, at maturity, was duly protested for non-payment, after legal demand of the maker, and that due notice of said demand and protest was given to said endorsers, all which will more fully appear by reference to the said note, and to the protest thereof, which are hereunto annexed for reference.

Petitioner further allege that the said Thomas Barrett & Co., Hermann, Briggs & Co., although thereunto amicably requested, refuse to pay the amount for which they are indebted as aforesaid.

Petitioner therefore pray that said Thomas Barrett & Co., and Hermann, Briggs & Co., be cited to appear and answer this petition, and that after due proceedings, be condemned, *in solido*, to pay to petitioner the aforesaid sum of $16,666 66, with interest as aforesaid from the date aforesaid, and $2 50, costs of protest and costs of suit, and petitioner ask for all general and equitable relief.

(Signed) H. R. DENIS, *for Pl'ff.*

Rec'd the note and pro annexed 11th Augt., 1841.

(Signed) H. R. DENIS.

Citations.

STATE OF LOUISIANA,
First Judicial District Court.

Messrs. Thomas Barrett & Co., of New Orleans:

You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the First Judicial District Court in the City of New Orleans in ten days after the service hereof.

Witness the Honorable A. M. Buchanan, Judge of the said Court, the 23d day of July, in the year of our Lord 1838.

[SEAL.] (Signed) THEO. LEWIS, *D'y Clerk.*

THE UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. & HERMANN, BRIGGS & Co. } No. 16,417.

Return.

Received 23d July, 1838, and on the 28th served copy of petition and citation on Thomas Barrett & Co., by leaving the same with their clerk at their office. Returned 9th August, 1838.

(Signed) GEO. W. GAVIN, *D'y Sheriff.*

Citation.

STATE OF LOUISIANA,
First Judicial District Court.

Messrs. Hermann, Briggs & Co., of New Orleans:

You are hereby summoned to comply with the demand contained in the petition, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the First Judicial District Court in the City of New Orleans in ten days after the service hereof.

Witness the Honorable A. M. Buchanan, Judge of said Court, the 23d day of July, in the year of our Lord 1838.

[SEAL.] (Signed) THEO. LEWIS, *D'y Clerk.*

THE UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. & HERMANN, BRIGGS & Co. } No. 16,417.

Return.

Received 23d July, 1838, and on the 27th served copy of petition on Charles Briggs, of the firm of Hermann, Briggs & Co., in person. Returned 31st July, 1838.

(Signed) GEO. W. GAVIN, *D'y Sheriff.*

Exception of Thos. B. & Co. Filed 6th August, 1838.

UNION BANK OF LA.
vs.
HERMANN, BRIGGS & Co. } 1st Dist. Court.

The defendants came and except to the petition, that the names of the said firm are not expressed in petition as required by law, and they further except to the said petition because the cause of action is imperfectly described; wherefore they pray dismissal, with costs, &c.

(Signed) LEVI PEIRCE.

Exceptions (of B. & Co. and Answer). Filed 10th August, 1838.

UNION BANK OF LA.
vs.
THOS. BARRETT & Co. & al. }

To the Hon'ble the First District Court of the State of Louisiana.

The exception of Thomas Barrett & Co. to the petition of the Union Bank of Louisiana, No. 16,417, respectfully showeth:

That he excepts to the petition of plff. inasmuch as the names of the firm of Thomas Barrett & Co. are not set forth therein as required by law, and he further excepts inasmuch as the Union Bank of Louisiana cannot sue in the manner and form set forth in their petition, inasmuch as by divers and sundry malpractices the said bank has forfeited its charter, especially by refusing to pay specie for its notes.

Wherefore this exceptionist prays to be hence dismissed with his costs.

But in case the Court should overrule this exception, then this respondent answers and says that he denies all and singular the allegations in plff's petition contained, and prays for a trial by jury, and for judgt. with costs.

And in duty, &c.

(Signed) JOHN MACREADY, *Att'y, &c.*

Order (Exceptions overruled). 9th November, 1838.

UNION BANK OF LA.
vs.
THOMAS BARRETT & Co. & al. } No. 16,417.

The exceptions filed by the def'ts came on this day for trial before the Court; Denis for pl'ff, L. Peirce and Macready for def'ts not present: when, the def'ts not appearing, the Court order that said exceptions be overruled at def'ts costs.

Answer of Def'ts. Filed 12*th Nov'r*, 1838.

UNION BANK
vs.
HERMANN, BRIGGS & Co. } 1st Dist. Court.

The defendants come and admit their signature, and deny all the other allegations in plaintiff's petition contained, and to be hence dismissed &c.

(Signed) LEVI PEIRCE.

Judg't ag'st Barrett & Co. 20*th February*, 1839.

UNION BANK OF LA.
vs.
THOS. BARRETT & Co.

On motion of H. R. Denis, Esq., of counsel for the pl'ffs, and with consent of J. R. Sterrett, Esq'r, of counsel for the def'ts, Thomas Barrett & Co.: It is ordered and adjudged that judgment be entered in favor of said pl'ffs, the Union Bank of Louisiana, against the def'ts, Thomas Barrett & Co., *in solido*, for the sum of sixteen thousand six hundred and sixty-nine dollars and sixteen cents, with six per cent. interest on the sum of $16,666.66, from the 31st March, 1837, the date of protest, till paid, and costs of suit.

Judgment rendered 20th Feb'y, 1839. (Signed) Feb. 26th, 1839.

(Signed) A. M. BUCHNAN, *Judge.*
(Countersigned) P. LA BLANC, *D'y Clerk.*

Certificate of Judg't. February 20*th*, 1839.

THE STATE OF LOUISIANA,
First Judicial District Court.

I hereby certify, that on the 20th day of May, 1839, judgment was rendered in this Court in the suit of The Union Bank of Louisiana *vs.* Thomas Barrett & Co. and al., in the words and figures following, to wit:—

THE UNION BANK OF LOUISIANA
vs.
THOMAS BARRETT & Co. *& al.* } No. 16,417.

This cause came on to-day for trial before the Court, as to the def'ts, Hermann, Briggs & Co.; Denis for pl'ff, L. Peirce for def'ts, not present: When, after hearing evidence, the Court being satisfied of the correctness of pl'ffs' demand, order and adjudge that said pl'ffs, the Union Bank of Louisiana, recover of said def'ts, Hermann, Briggs & Co., *in solido*, the sum of sixteen thousand six hundred and sixty-nine dollars and sixteen cents, with six per cent. interest on

the sum of $16,666.16, from the 31st March, 1837, the date of protest, till paid, and costs of suit.

Judgment rendered 20th May, 1839. (Signed) 24th May, 1830.

(Signed) A. M. BUCHANAN, *Judge.*

(Countersigned) P. LE BLANC, *D'y Clerk.*

Judgment recorded in judgment docket page 161, C. Which costs amount to the sum of thirty-four dollars exclusive of Sheriff's fees.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court, at the City of New Orleans, on this 27th day of May, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the Independence of the United States.

Amount of judgment $16,669.16
Amount of costs $34.

(Signed) P. LA BLANC, *Dep. Cl'k.*

Return.

Returned 27th May, 1839, and on the 28th served copy of the within judgment on Hermann, Briggs & Co., of the firm Hermann, Briggs & Co., in person. Returned 28th May, 1839.

(Signed) GEO. W. GAVIN, *D'y Sheriff.*

Rule (taken by def'ts) 30th October, 1844.

UNION BANK OF LOUISIANA
vs.
THOMAS BARRETT & Co. *& al.* } No. 16,417.

On motion of R. M. Carter, Esq., of counsel for the def't, Thomas Barrett, it is ordered that the Union Bank of Louisiana show cause on Saturday next, the 2d Nov., at 10 o'clock A. M., why the mortgages resulting from the recording of the judgments in these cases should not be raised and cancelled as to the said def't, Thomas Barrett, on the ground that the said Thomas Barrett has been released and discharged from the said judgments, and from all his debts, by decree in bankruptcy.

Extract from the minutes.

(Signed) T. GILMORE, *D'y Clerk.*

Return.

Received 30th October, 1844, and on the 31st of the same month served a copy of the within order on the Union Bank of Louisiana, at their banking house, thro' their cashier, Fred Pray, in person. Returned 1st November, 1844.

(Signed) B. F. LEWIS, *D'y Sh'ff.*

Order (*Rule absolute*). *2d November*, 1844.

UNION BANK OF LA.
vs.
THOS. BARRETT & Co.

The rule taken in this case on the 30th ulto., by the def't Thomas Barrett on the pl'ff, came on to-day for hearing before the Court: Carter for pl'ff in rule: Denis for pl'ff, not present: When, no cause being shown against the rule, and the Court considering the evidence: It is ordered that the said rule be made absolute, and that the mortgages resulting from the recording of the judgments in this case against the def't Thomas Barrett, be cancelled and erased from the books of the Recorder of Mortgages.

STATE OF LOUISIANA,
Fifth District Court of New Orleans.

I hereby certify that the above and foregoing eight pages do contain a transcript of all the proceedings, as well as of all the documents filed on the trial of the cause, wherein the Union Bank is pl'ff, and Thomas Barrett & Co. *& als.* are defendants, instituted in this Court, and now on the records thereof, under the number 16,417.

In testimony whereof, I have hereunto set my hand and affixed the seal of this Court, at the City of New Orleans, on this fifth day of November, in the year of our Lord one thousand eight hundred and fifty-three, and in the seventy-eighth year of the Independence of the United States of America.

[SEAL.] (Signed) JNO. S. BARON, *Cl'k.*

Mortgage Office.

The undersigned, Recorder of Mortgages for the Parish and City of New Orleans, State of Louisiana, certifies that the judgment No. 16,417, herein mentioned, has been recorded in his office on the 7th March, 1839, and reinscribed on the 19th December, 1848.

New Orleans, November the 14th, 1853.

[SEAL.] EDMOND V. WILTZ, *D'y Cl'k.*

Exhibit F to Amended Bill, &c.

Record Case of

THE UNION BANK OF LOUISIANA
vs.
THOMAS BARRETT. } No. 16,411.

STATE OF LOUISIANA,
Fifth District Court of New Orleans.

Petition. Filed 23d July, 1838.

To the Honorable the Judge of the District Court in and for the First Judicial District of the State of Louisiana.

The petition of the Union Bank of Louisiana, a corporation created by law and established in New Orleans, respectfully shows: that Thomas Barrett, who resides in New Orleans, is justly and truly indebted unto petitioner in the full sum of three thousand eight hundred and seventy dollars, with $2 50 costs of protest, and interest at the rate of six per centum per annum from the 29th day of May, 1838, for this, to wit: that petitioner is holder and owner of a certain note of hand for the sum of $3,870, drawn by Wm. Vance to the order of, and endorsed by Thomas Barrett, dated at New Orleans, on the 27th day of March, 1838, and payable sixty days after date, which said note on the 29th day of May, 1838, at maturity, was duly protested for non-payment after the legal demand of the maker, and that due notice of said demand and protest given to said endorser, all which will more fully appear by reference to the said note and to the protest thereof, which are hereunto annexed for reference.

Petitioner further alleges that the said Thomas Barrett, although thereunto amicably requested, refuse to pay the amount for which he is indebted as aforesaid.

Petitioner therefore prays that said Thomas Barrett be cited to appear and answer this petition, and that after due proceedings, be condemned to pay to petitioner the aforesaid sum of $3,870, with interest as aforesaid, from the date aforesaid, and $2 $\frac{50}{100}$ costs of protest, and costs of suit, and petitioner asks for all general and equitable relief.

(Signed) H. R. DENIS, *Att'y for Pet'r.*

Rec'd the note and pro. annexed.

(Signed) H. R. DENIS. 2 *Feb'y*, 1839.

Citation.

STATE OF LOUISIANA,
First Judicial District Court.

Mr. Thomas Barrett, who resides in New Orleans: You are hereby summoned to comply with the demand contained in the petition of

which a copy accompanies this citation, or deliver your answer to the same, in the office of the Clerk of the First Judicial District Court in the City of New Orleans, in ten days after the service hereof.

Witness, the Honorable A. M. Buchanan, Judge of the said Court, the 23d day of July, in the year of our Lord 1838.

[SEAL.] (Signed) THEO. LEWIS, *D'y Cl'k.*

THE UNION BANK OF LA. vs. THOS. BARRETT. } No. 16,411.

Return.

Received 23d July, 1838, and on the 27th served copy of petition and citation on the defendant by leaving the same at his domicile with his wife. Returned 9th August, 1838.

(Signed) GEO. W. GAVIN, *Dep. Sh'ff.*

Answer and Except. of Def't. Filed 10th August, 1838.

DISTRICT COURT,
1*st District.*

UNION BANK OF LA. vs. THOMAS BARRETT. }

And now the said Thomas Barrett comes into Court by his att'y, John Macredy, and excepts to the action and petition of pl'ffs, inasmuch as the said Bank cannot sue in the manner and form set forth in said petition, the said Bank having forfeited its charter by refusing to pay specie for its notes.

Wherefore this exceptionist prays that the said petition be dismissed at the costs of the Pl'ff.

But in case this exception should be overruled, then this def't answers and says, that he endorsed the note sued on, but denies all and singular the allegations in pl'ffs petition contained, except those herein admitted, and for trial puts himself upon the country, and prays for judg't in his favor, with his costs. And as in duty, &c.

(Signed) JOHN MACREADY, *Att'y, &c.*

Order (Except. overruled). 9th November, 1838.

UNION BANK OF LA. vs. THOMAS BARRETT, before the Court. } No. 16,411.

The exception filed by def't came on this day for trial before the Court: Denis for pl'ff: Macready for def't, not present: When, the def't not appearing: The Court order that said exception be overruled at his costs.

Judgment. 20*th February*, 1839.

UNION BANK OF LA. vs. THOMAS BARRETT. } No. 16,411.

On motion of H. R. Denis, Esq., of counsel for the pl'ffs, and with consent of J. R. Sterrett, Esq., of counsel for the def'ts: It is ordered and adjudged that judgment be entered in favor of said pl'ffs, The Union Bank of Louisiana, against said def't, Thomas Barrett, for the sum of three thousand eight hundred and seventy-two dollars and fifty cents, with six per cent. interest on the sum of $3,870, from the 29th May, 1838, till paid, and costs of suit.

Judgment rendered Feb'y 20th, 1839. (Signed) Feb'y 26th, 1839.

(Signed) A. M. BUCHANAN, *Judge.*

(Countersigned) P. LE BLANC, *D'y Cl'k.*

Order, &c. 30*th October*, 1844.

UNION BANK OF LA. vs. THOMAS BARRETT. } No. 16,411.

On motion of R. M. Carter, Esq., of counsel for the def't Thomas Barrett, it is ordered that the Union Bank of Louisiana show cause on Saturday next, the 2d Nov., at 10 o'clock A. M., why the mortgages resulting from the recording of the judgments in this case should not be raised and cancelled as to the said def't Thomas Barrett, on the ground that the said Thomas Barrett has been released and discharged from the said judgments, and from all his debts, by decree in bankruptcy.

Order (*Rule made absolute*). 2*d November*, 1844.

UNION BANK OF LA. vs. THOMAS BARRETT. } No. 16,411.

The rule taken in this case on the 30th ulto., by the def't, Thos. Barrett, on the pl'ff, came on to-day for hearing before the Court: Carter for pl'ff in rule: Denis for pl'ffs, not present: when, no cause being shown against the rule, and the Court considering the evidence: It is ordered that the said rule be made absolute, and that the mortgages resulting from the recording of the judgments in this case, against the def't, Thomas Barrett, be cancelled, erased from the books of the Recorder of Mortgages.

STATE OF LOUISIANA,
Fifth District Court of New Orleans.

I hereby certify that the above and foregoing five pages do contain

a transcript of all the proceedings as well as of all the documents filed on the trial of the cause wherein the Union Bank of Louisiana is plaintiff, and Thomas Barrett & Co. are defendants, instituted in this Court, and now on the records thereof, under the number 16,411.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court at the City of New Orleans, on this tenth day of November, in the year of our Lord one thousand eight hundred and fifty-three, and in the seventy-eighth of the United States of America.

[SEAL.] JNO. S. BARON, *Cl'k.*

Mortgage Office.

The undersigned, Recorder of Mortgages for the Parish and City of New Orleans, State of Louisiana, certifies that the judgment No. 16,411, herein mentioned, has been recorded in his office on the 7th March, 1839, and reinscribed on the 19th December, 1848.

New Orleans, November the 14th, 1853.

[SEAL.] (Signed) EDMOND V. WILTZ,
D'y Re'r.

Exhibit G to Amended Bill. Filed.

(*Note.*) This exhibit has been lost or mislaid. After diligent search I have been unable to find it.

Attest: J. W. GURLEY, *Cl'k.*

Exhibit H to Amended Bill, &c.

Mortgage from Le Roy Pope to Wade Hampton, February 23d, 1830.

Be it known, that on this twenty-third day of February, in the year of our Lord one thousand eight hundred and thirty, in the fifty-fourth of the Independence of the United States of America:

Before me, Joseph Paul Fabre, Parish Judge for the Parish of St. James, duly commissioned and sworn, personally came and appeared Le Roy Pope late of Madison County, in the State of Alabama, and now residing in this Parish of Saint James, who declared that whereas by a public act passed before Hugh K. Gordon, Esq., late a Notary Public in and for the City and Parish of New Orleans, bearing date the eighth day of April, eighteen hundred and twenty-nine, an authentic copy whereof stands duly recorded in the undersigned Parish Judge's office, he, the said Le Roy Pope, did duly acquire and purchase from General Wade Hampton, of the State of South Carolina, all and singular that certain tract or parcel of land, established and cultivated as a sugar plantation, situate in this Parish of Saint James, on the left bank of the river, about twenty-two leagues

above the City of New Orleans, known by the name of "White Hall," together with all the buildings, improvements, rights, privileges and appurtenances thereon and thereunto belonging, for and in consideration of the sum of one hundred thousand dollars, payable in twenty years from the first day of January, eighteen hundred and thirty, with interest at the rate of six per centum per annum, payable in the manner stipulated in the act aforesaid.

And whereas the said sale was made for the further consideration that previous to, or during the month of February instant, the said Le Roy Pope, his heirs and assigns, should place and put upon the said plantation to work and cultivate the same, at least seventy working slaves, one-third of whom should be females; which said seventy working slaves should be exclusive of their present children and future increase; and which said seventy working slaves, together with their present and future increase, the said Le Roy Pope did promise and oblige himself to mortgage and hypothecate in due and legal form, unto the said Wade Hampton, his heirs and assigns, free and clear of all other debts, liens, mortgages and incumbrances, to secure the payment of the said principal sum and interest, as the whole will more fully appear by having reference to the above recited act of the eighth day of April, eighteen hundred and twenty-nine. Now, therefore, the said Le Roy Pope declared, that in order to comply with this last condition of the contract of sale aforesaid, and to give the said General Wade Hampton a collateral security for the payment of the said principal sum of one hundred thousand dollars, with interest at the rate of six per centum per annum, payable at the time and in the manner stipulated in the said act of sale, he did by these presents, mortgage and hypothecate unto the said General Wade Hampton, his heirs and assigns (the said Wade Hampton being also present and accepting), seventy slaves, hereinafter named and described, together with their children, present and future increase, to wit: 1st. Peter, a fellow of common size, of dark complexion, and between 25 and 30 years of age. 2d. Margaret, his wife, of the ordinary size, of rather light complexion, and about 20 years of age. 3d. York, a fellow of large size, of yellow complexion, and about 22 years of age. 4th. Milly, his wife, also of yellow complexion, of middling size, and about 19 years of age. 5th. Benjamin, a short and stout fellow, of dark complexion, and about 26 years of age. 6th. Kesaiah, his wife, of common size, of dark complexion, and about 25 years of age. 7th. Ned, a fellow of usual size, of a light yellow complexion, and about 26 years of age. 8th. Fanny, his wife, of a very dark complexion, of common size, and about 34 years of age. 9th. Clem, a fellow of common size, dark complexion, and about 30 years of age. 10th. Fanny, his wife, a tall and slender woman, of dark complexion, about 30 years of age. 11th. Abraham, a fellow of ordinary size, of yellow complexion, and about 45 years of age. 12th. Anna, his wife, a tall woman, of dark complexion, and about 45 years of age. 13th. Bazin, a fellow of small size, of black

complexion, and about 45 years of age. 14th. Venus, his wife, a very small woman, of dark complexion, about 40 years of age. 15th. Peter, a fellow of common size, of yellow complexion, about 50 years of age. 16th. Nancy, his wife, a large woman, of light complexion, and about 35 years of age. 17th. Rogers, a stout fellow, of dark complexion, about 30 years of age. 18th. Doley, his wife, of common size, of dark complexion, and about 25 years of age. 19th. Wilson, a fellow of the usual size, of yellow complexion, about 20 years of age. 20th. Mana, his wife, of middling size, of yellow complexion, about 16 years of age. 21st. Lin, a large stout fellow, of black complexion, and about 30 years of age. 22d. Cresy, a woman of common size, of light complexion, and about 22 years of age. 23d. Ned, a tall fellow, of very dark complexion, about forty-years of age. 24th. Suckey, his wife, a woman of common size, of a light yellow complexion, and about 35 years of age. 25th. Samuel, a man of common size, of yellow complexion, about 20 years of age. 26th. Maria, his wife, also of common size, of yellow complexion, and about 25 years of age. 27th. Jamy, a stout fellow, of very dark complexion, about 27 years of age. 28th. Jamy, a stout fellow, of yellow complexion, and about 28 years of age. 29th. Daniel, a fellow of small size, of dark complexion, and about seventeen years of age. 30th. Miles, a man of common size, of dark complexion, about 50 years of age. 31st. Wates, a fellow of ordinary size, of dark complexion, about 30 years of age. 32d. Brister, a short stout fellow, of light complexion, about 30 years of age. 33d. Peter, an African fellow, of small size, of dark complexion, about 35 years of age. 34th. Lewis, a boy about sixteen years of age, and of light complexion. 35th. Frederick, a boy, of dark complexion, and about 14 years of age. 36th. Joseph, a boy about sixteen years of age, and of dark complexion. 37th. Robert, a boy about 17 years of age, and of dark complexion. 38th. Bannister, a stout fellow, of yellow complexion, about 45 years of age. 39th. Poley, his wife, of common size, of yellow complexion, about 30 years of age. 40th. Rolla, a fellow of common size, of yellow complexion, about 28 years of age. 41st. Anny, a woman of usual size, of light complexion, about 15 years of age. 42d. Passy, a woman of small size, of dark complexion, about 18 years of age. 43d. Suckey, a woman of small size, of dark complexion, and about 20 years of age. 44th. Aggy, a girl about fifteen years of age, of dark complexion. 45. Mary, a tall woman, of light complexion, about 37 years of age. 46th. Washington, a boy, about seventeen years of age, and of dark complexion. 47th. Isaac, a short fellow, of dark complexion, and about 50 years of age. 48th. Jamy, a fellow of common size, of dark complexion, and between 25 and 30 years of age. 49th. His wife, Viniy, also of common size, of dark complexion, and about the same age. 50th. Hall, a tall fellow, of dark complexion, and about 50 years of age. 51st. Peter, an African fellow of common size, and about 50 years of age. 52d. Mimoon, his wife, an African of yellow complexion,

and about 40 years old. 53d. Jacob, a stout African fellow, of black complexion, and about 35 years of age. 54th. Lotty, his wife, a woman of common size, of yellow complexion, about thirty years old. 55th. Ben, a fellow of middling size, yellow complexion, and about 30 years of age. 56th. Anna, his wife, of yellow complexion, and about 27 years of age. 57th. Dennis, a tall strong fellow, of dark complexion, about twenty-five years of age. 58th. Peggy, his wife, a stout woman, of yellow complexion, and about 30 years of age. 59th. Harry, a large fellow, of light complexion, about twenty-five years of age. 60th. Maria, a woman of common size, of black complexion, about twenty-two years of age. 61st. Nelly, a woman of usual size, of dark complexion, and about 50 years of age. 62d. Willis, a stout fellow, of dark complexion, about 21 years of age. 63d. A negro woman of the name of Rose, of a black complexion, about 40 years of age, with her two children, named: 64th. Sarian, of a bright mulatto complexion, about 18 years of age, and a boy named: 65th. George, a bright mulatto complexion, about fourteen years of age. 66th. George, a yellow boy, about 11 years old. 67th. Sam, a boy, dark complexion, about 11 years old. 68th. Letty, a girl, about ten years old, dark complexion. 69th. Bedford, a boy of yellow complexion, about 11 years old. And 70th. Eliza, a girl about ten years old, of dark complexion. And also the following children, to wit: Annanias, Cinda, Rasina, Jefferson, Juliana, Nelson, Flora, Caroline, Isaac, Juliana, Manuel, Betsy, Smith, Easter, Annianias, William, Meely, Jackson, Levy, Alfred, Martha, Linda, George, Harrison, Ned, Rena, Philippe, Lantha, Harry, Cayann and William. The said children being thirty-one in number, and all under ten years of age, and appertaining to the female slaves on said plantation, and included in this mortgage.

And the said Le Roy Pope hereby binds himself, his heirs and assigns, not to alienate, deteriorate, or incumber the said mortgaged slaves, nor their increase, to the prejudice of this mortgage.

The said Le Roy Pope declared that the above mortgaged slaves were brought by him into this State from the State of Alabama, on or about the thirtieth day of January, last past, and that with the exception of the children under twelve years of age, they are identically the same as those mentioned in the several certificates which through his son William, he filed in my office, together with his declaration upon oath, on the fifth day of February, instant, in compliance with an act of the Legislature of this State, approved the thirty-first day of January, eighteen hundred and twenty-nine, and entitled "An act relative to the introduction of slaves in the State, and for other purposes."

I, the undersigned, Parish Judge, *ex officio* Recorder of Mortgages for this Parish of St. James, certify that there is no mortgage recorded in my office against the said Le Roy Pope, upon the slaves hereby mortgaged and hypothecated in favor of General Wade Hampton.

Thus done and passed at the Parish of St. James on the day and year aforementioned, in presence of Lewis M. Taney and Yoley Gaudet, witnesses, who have signed these presents with the parties and judge aforesaid.

(Signed) Le Roy Pope, W. Hampton, L. M. Taney, Valine Goudet, J. P. Fabre, *Judge.*

STATE OF LOUISIANA,
Parish of St. James.

I, the undersigned, Parish Recorder in and for the Parish of St. James, State aforesaid, do hereby certify the foregoing to be a true copy from the original on file and of record in my office.

I further certify that said mortgage was inscribed on the 24th February, 1830, in the mortgage book B, No. 309, fos. 218, 219, and 220, and that after diligent search I could not find that said mortgage was reinscribed in the mortgage office for this Parish.

Parish of St. James, January 2d, 1855.

[SEAL.] Y. B. BORCHAUD, *Parish Recorder.*

Endorsed: The certificates to the act are admitted in place of the deposition of the Recorder.

N. Or., April 23d, 1855.

BENJAMIN, BRADFORD & FINNEY, *for Deft.*

Exhibit I to Amended Bill, &c.

Sale from Le Roy Pope to Thos. Barrett, March 18th, 1830.

STATE OF LOUISIANA,
City of New Orleans.

Be it known that this day before me, William Christy, a notary public in and for the City and Parish of New Orleans aforesaid, duly commissioned and qualified, personally came and appeared Le Roy Pope, late of the State of Alabama, but at present a citizen of the Parish of Saint James, in this State, who declared that, for the consideration hereinafter expressed, he does by these presents grant, bargain, sell, convey, transfer, assign, and set over, with a full guarantee against all troubles, debts, mortgages, claims, evictions, donations, alienations, or other incumbrances whatsoever, with the exceptions hereinafter named, unto Thomas Barrett of this city, present and accepting and purchasing for himself, his heirs and assigns, and acknowledging delivery and possession thereof, the following described property, to wit: All and singular that certain tract or parcel of land established and cultivated as a sugar plantation, situated in the said Parish of St. James, on the left bank of the River Mississippi, about twenty-two leagues above this city, known by the name of White Hall, being of an irregular form, and composed of a front

and a back tract, the front tract measuring about twenty-six arpents, six toises, and two feet front on the river, by forty arpents in depth, the lines closing towards the rear to thirty perches and sixty-eight chains in width, and containing five hundred and ninety-one acres and sixty-seven hundredths of an acre. The back tract, which adjoins the above described in the rear, from which it runs forty arpents in depth, the lines opening towards the rear, and contains five hundred and ten acres; which two tracts compose the aforesaid plantation, and which the said Pope purchased from General Wade Hampton, by an act passed before H. K. Gordon, late a notary public in this city, on the eighth day of April, 1829, and which is now sold, together with the buildings and improvements thereon, rights, privileges, customs, servitudes, ways and appurtenances thereunto belonging or in anywise appertaining, and all the farming utensils and stocks, consisting of horses, oxen, cattle, sheep, hogs, wagons, cart, ploughs, spades, hoes, axes, &c., such as they were on the twentieth day of December late, with the exception of one gig, household furniture, and three horses, which the said Pope reserves for himself; also one hundred and forty-five slaves, which are on the said plantation, and which are of the description following, to wit:

Names.	Age.	Sex.	Names.	Age.	Sex.
Bandall	32	Male.	Peter, African	35	Male.
Yorke	26	do.	John	23	do.
Harrey	21	do.	Arches	22	do.
Peter	24	do.	Rotta	25	do.
Sam D.	20	do.	Bedford	16	do.
Yorke H.	24	do.	Sam L.	15	do.
Washington	21	do.	Daniel	22	do.
Joe	21	do.	Bob	20	do.
Fred	21	do.	Davy	15	do.
Lewis	20	do.	Cyrus	16	do.
James B.	28	do.	George	16	do.
Sam	35	do.	Simon	15	do.
Dennis	28	do.	Miles	13	do.
Rogers	27	do.	George	12	do.
Brister	25	do.	William	12	do.
Willis	24	do.	Joe	12	do.
Sam B.	26	do.	Miles	60	do.
Saul	28	do.	Yellow Ben	30	do.
Clenem	28	do.	Ned B.	50	do.
Sam H.	26	do.	Peter Mark	40	do.
Big Ben	27	do.	Abram	55	do.
Jacob	35	do.	Hale	60	do.
Arthur	28	do.	Isaac	60	do.
James Y.	28	do.	Gemene Peter	60	do.
Richard	21	do.	Breton	50	do.
Dolly	26	Female.	Maria	36	Female.

Names.	Age.	Sex.	Names.	Age.	Sex.
Eliza	24	Female.	Charity	35	Female.
Margarit	24	do.	Aggy	18	do.
Circy	23	do.	Venus	55	do.
Maria	26	do.	Pymorn	60	do.
Kesiah	25	do.	Milley	24	do.
Polley Z.	26	do.	Maria J.	19	do.
Fanny H.	30	do.	Annah	37	do.
Fanny J.	50	do.	Arcellina	20	do.
Mary	17	do.	Allina	35	do.
Geggy	50	do.	Anny	60	do.
Matty	36	do.	Milley G.	55	do.
Amy	18	do.	Potty	15	do.
Nancy (lame)	35	do.	Caroline	12	do.
Selly	35	do.	Eliza	13	do.
Patty	22	do.	Martha	15	do.
Maria	22	do.	Bettey	12	do.
Renny	30	do.	Celia	12	do.
Suckey	20	do.	Rose	12	do.
Suckey L.	35	do.	Louisa	16	do.

Children.

Names.	Age.	Sex.	Names.	Age	Sex.
Sarah	3	Female.	George	5	Male.
Lucida	8	do.	Yorke	10	do.
Rosanna	6	do.	Harry	8	do.
William	4	Male.	Emanuel	9	do.
Ananias	3½	do.	Thomas	1	do.
Alfred	6	do.	Allen	8	do.
Leroy	5	do.	John	6	do.
Flora	5	do.	Chilet	2	do.
Robert	3	do.	Joe	12	do.
Smith	1	do.	Edmund	3½	do.
Ananias	2	do.	Peter	2	do.
Jefferson	3	do.	Robert	6	do.
Philip	5	do.	Sarah	3	Female.
Nelson	4	do.	Zima	7	do.
Jones	4	do.	Sarah	1	do.
Harrison	8	do.	Esther	4	do.
Ned	6½	do.	Juliana	7	do.
Alfred	1¼	do.	Matilda	6½	do.
John	5	do.	Anna	2	do.
Francis	4	do.	Julia	5	do.
Jacob	11	do.	Amelia	8	do.
Emile	4	do.	Marie Jeanne	1	do.
Cyprian	8	do.	Miles	6	do.
Letty	1½	do.	Martha	1	do.
Lewis	7	do.	Eulalie	2	do.

Five infants, making 145 in all.

To have and to hold the said plantation, slaves, &c., unto the said purchaser, his heirs and assigns, to their proper use and behoof forever; and the said vendor, for himself and his heirs, the said plantation, slaves, &c., to the said purchaser, his heirs and assigns, shall and will warrant and forever defend against the lawful claims of all persons whomsoever, by these presents; and the said vendor does, moreover, subrogate the said purchaser to all the rights and actions of warranty which he himself has or may have against his vendor or against the vendors of his vendors, fully authorizing said purchaser to exercise the said rights and actions in the same manner as he himself might or could have done.

This sale is made for and in consideration of the sum of one hundred and fifty-one thousand and thirty-four dollars, which is to be paid in the manner following, to wit: the said purchaser hereby assumes the payment of a bond or obligation for the sum of one hundred thousand dollars, drawn by the said Pope in favor of the said Wade Hampton, dated on the said eighth day of April, 1829, and made payable twenty years after date, which bond or obligation bears in interest, is to be paid annually on the first day of January of each and every year, and which interest the said purchaser also obligates and binds himself to pay from the first day of January last, for and during the whole of the remaining term of the said twenty years, agreeably to the terms and conditions set forth in the said sale of the said plantation from the said Wade Hampton to the said Pope, which sale the said purchaser acknowledges he has seen, and hereby obligates and binds himself unto the said Pope, to hold him harmless in every respect against the claim of the said Hampton on the said plantation and seventy of the said slaves, to secure the payment of his said obligation and interest thereon as aforesaid.

And the said purchaser moreover assumes the payment of fifteen thousand eight hundred and thirty-one dollars and seventy-six cents, which the said Pope owes to Jacob Wilcox and Robert Feam, of this city, merchants, and to secure the payment of which, thirty-nine of the above named slaves are mortgaged; and the said purchaser also obligates and binds himself unto the said Pope, to hold him harmless against the said debt and mortgage.

And the balance of thirty-five thousand two hundred and two dollars and twenty-four cents, is to be paid in the settlement of the accounts now existing between the said vendor and the said purchaser, and which will, as the parties suppose, result in the said Pope's being indebted to the said purchaser in a sum about equal to this balance.

And the said Pope now declared that the above described plantation and slaves are subject to no other mortgages to his knowledge, except three hereinbefore referred to, that is to say, to the said Wade Hampton: 1st. On the said plantation given by a clause in his said act of purchase, and 2d. The one given on seventy of the said slaves by an act passed before Joseph Paul Fabre, Judge of the

said Parish of St. James, on the 23d day of February, 1830, and 3d. The one in favor of the said Wilcox & Feam, as aforesaid.

And the said purchaser does, by these presents, dispense with the production of a certificate from the Mortgage Office for the said Parish of St. James to be annexed to his act, as required by article 3,328 of the Civil Code, showing the mortgages, if any, which exist on the said plantation and slaves, and he moreover exonerates me, the Notary, from all and every kind of responsibility whatsoever which I may have incurred by passing this act without the production of such certificate.

And before closing this act, the said parties having gone into a settlement of the above named account, declared that they found that he, the said Pope, *felt in debt* to the said purchaser or to John Hagan & Co., of which the said purchaser is a member, in the sum of seven thousand two hundred and eighty-three dollars and forty-nine cents, which he, the said Pope, hereby acknowledges to be due to the said purchaser from him as aforesaid.

This done and passed in my office, at the City of New Orleans aforesaid, in the presence of W. Finney and W. A. Hall, witnesses of lawful age, who hereunto sign their names together with the said parties, and me, said Notary, this eighteenth day of March, eighteen hundred and thirty-three.

(Original signed) Leroy Pope, Thomas Barrett, W. Fenney, W. N. Hall, Wm. Christy, *Not. Pub.*

I certify the foregoing to be a true copy of the original act. In faith whereof, I grant these presents under my signature and seal of office, at New Orleans, of even date with the above.

(Signed) WM. CHRISTY, *Not. Pub.*

Recorded at the Parish of St. James, this 21st day of March, 1833.

S. M. TANEY, *Judge.*

A true copy from the record deposited in my office. Parish of St. James, Dec'r 5th, 1853.

[SEAL.] Y. B. FOREHAND, *Recorder.*

I further certify that the above act of sale was duly recorded in full on the 21st day of March, 1833, in book of conveyances for said year No. 87, fo's 141, 142, 143, 144, and 145.

And that a memorandum of the mortgage resulting thereof, recorded on same day, viz., 21st day of March, 1833, in Book of Mortgages B, No. 506, fo' 386, &c., does not contain the names of slaves described in said act of sale.

Parish of St. James, November 20th, 1854.

[SEAL.] T. B. FOREHAND, *Parish Recorder.*

(Endorsed)

The certificates appended to this act is admitted in place of the deposition of the Recorder.

New Orleans, April 23d, 1855.

(Signed) BENJAMIN, BRADFORD & FINNEY,
for D'fts.

No. 506. "Thomas Barrett par acte au rapport de William Christy, Notaire Public à la N'lle Orleans, en date du dix huit de ce present mois de Mars, a puis à sa charge la reversion de l'hypothèque consentie par le Sieur Leroy Pope, en faveur du General Wade Hampton, par acte au rapport de Hugh K. Gordon, de son vivant Notaire Public à la Nouvelle Orleans, le huit Avril mil huit cent vingt neuf, pour sureté et garantie du payment d'une somme de cent miles piastres et des intérets a raison de six pour cent., par an pendant vingt années à dates du jour de l'acte sus-relaté de huit Avril, 1829, sur une habitation située en cette Paroisse St. Jacques sur la rive gauche du fleuve, à vingt deux lieux environ de la Nouvelle Orleans, connue sous le nom de 'Maison Blanche' ou 'White Hall' ainsi que l'ypothèque additionnelle consentie par le dit Leroy Pope en faveur du dit Hampton, *sur soixante dix esclaves* attaché à la dite habitation, suivant acte au rapport de Joseph Paul Fabre alors judge de cette paroisse, en date du vingt trois Fevrier mil huit cent. trente (Les dites hypothèques enrégistrées fo. 187, No. 260 et fo. 218, No. 309 du present Registre.)

"Par le sus-dit acte au rapport de William Christy, Notaire Public à la Nouvelle Orleans, en date du dit huit de ce present mois de Mars, le dit Sieur Thomas Barrette a pris la reversion de l'hypothèque consentie par le dit Leroy Pope, en faveur de Wilcox et Feam, sur trente neuf esclaves suivant acte au rapport du juje soussigné en date du neuf April, 1832, pour sureté et garantie du payement de la somme de quinze mille huit cent trente et une piastres et soixante seize cents. (See fo. 307, No. 425 du present Registre.)

"Paroise St. Jacques le vingt un Mars, 1833.

(Signed) L. M. TANEY, *Judge.*

In the Margin.

"By act passed before G. R. Stringer, notary public, bearing date the 20th March last, Wilcox and Feam did grant unto Leroy Pope full acquittance and release of the mortgage in their favor for the sum of fifteen thousand eight hundred and thirty-one dollars seventy-six cents (40, fo. 308).

"Parish of Saint James, April 1st, 1833."

(Signed) L. M. TANEY, *Judge.*

I certify that the foregoing is the only inscription of the mortgage granted by Thomas Barrett in favor of Wade Hampton recorded in the Mortgage Office of the Parish of St. James, in Book B, No. 506, fo. 386, that I have been able to find after diligent search.

Parish of St. James, Jan'y 2d, 1855.

[SEAL.] T. B. FOREHAND, *Recorder.*

Answer. Filed 23d April, 1855.

JOHN HAGAN
vs.
JOHN S. PRESTON AND CAROLINE M. PRESTON, HIS WIFE.

In Chancery.

U. S. CIRCUIT COURT,
East. Dist. La.

The answer of John S. Preston and of his wife, Caroline M. Preston, defendants, to the amended bill of complaint of John Hagan, Jr., complainant.

These respondents, now and at all times hereafter saving and reserving to themselves all benefit and advantage of exception which can or may be had or taken to the many errors, uncertainties, and other imperfections in the said amended bill contained, for answer thereunto, or to so much of such part or parts thereof as these respondents are advised is or are material or necessary for these respondents to make answer unto, these respondents answering, say that, referring to the several matters and grounds of defence set forth in their original answer, and insisting at all times thereon, they now aver that the proceedings had in the case of "Thomas Barrett *vs.* His Creditors and the Creditors of Thomas Barrett & Co., No. 12,836 on the docket of the late Parish Court in and for the Parish and City of New Orleans, and the proceedings had in the case of the Syndics of "Barrett *vs.* Robert Bell," No. 13,435 on the docket of said Parish Court, were had before a court of competent jurisdiction, were regularly and legally conducted, and are valid and binding on all the parties thereto, the privies and assigns; that the Union Bank of Louisiana, being then the owner of the several judgments set forth in the bill of the complainants, was a party to the said insolvent proceedings, concurred in the choice of syndics and in the grant of powers specially conferred upon them; was cognizant of all the proceedings of the said syndics in the course of their administration of the property surrendered, and approved thereof; was represented by said syndics as the agents of all the creditors of said Thomas Barrett, in the institution of the said suit against Robert Bell, and in all the proceedings had thereon, and that, therefore, the said Union Bank, and the complainant herein, as the alleged assignee of the said bank, are precluded and estopped from impeaching the validity of the said proceedings or any part thereof, and from contesting the

title of respondents acquired under the said proceedings, and in pursuance of the judgments of the said Court, rendered therein.

And further answering, respondents show that in the schedule filed by the said Thomas Barrett in the insolvent proceedings aforesaid, on the 12th May, 1840, the said White Hall Plantation and the slaves attached thereto, were represented to be subject to the payment of the bond for $100,000, and the arrears of interest thereon, being the bond made in favor of the late W. Hampton by Leroy Pope, and secured by mortgage on the said plantation and slaves: that on the 31st October, 1840, respondents and other heirs and legal representatives of the late Wade Hampton took a rule on the Syndics of said Thomas Barrett why they should not immediately on complying with the formalities of the law, cause the said plantation and slaves to be sold, and the proceeds thereof applied to the payment of their claims in virtue of their conventional mortgage and vendor's privilege thereon, and after due proceedings, on the 14th November, 1840, the said rule was made absolute, and the said Syndics ordered to proceed forthwith to the sale of the said plantation, according to law, and on the terms stated in the rule, and that thereupon the said syndics, on the 18th December, 1840, instituted the aforesaid suit against Robert Bell for the partition of the said plantation and slaves and a settlement of the partnership accounts; that respondents and others, the heirs and representatives of said Wade Hampton, deceased, intervened on the said suit, for their interest as mortgage creditors of the said plantation and slaves, and of the firm of Barrett & Bell; that after due proceedings upon a rule taken by said Syndics as pl'ff, upon Robert Bell, def't, and respondents and others, intervenors, a judgment was rendered in said suit on the 2d March, 1841, ordering the said plantation and slaves to be sold on the following terms and conditions, viz: That the vendee should assume the payment Wade Hampton, John S. Preston and wife, and John L. Manning and wife, $100,000, payable on the 1st January, 1850, with six per cent. interest from the 1st January, 1841, payable annually on the first day of January of each and every year, and the balance payable in cash; and further, that it should be taken as a term and condition of the sale, that the purchaser should specially mortgage and keep mortgaged on the said plantation, to the said intervenors, their heirs and assigns, the eighty-one slaves first described in the inventory filed in said suit, and also two others named *Tom & Bruges*, with all their future increase, free and clear of all other mortgages, liens, and incumbrances whatsoever, to secure the aforesaid said sum of $100,000, and all interest that had or might accrue thereon; that the said plantation and slaves were sold accordingly, and adjudicated to respondents and others on the terms and conditions above set forth on the 12th May, 1841, for $116,000; that afterwards, to wit, on the 27th April, 1844, judgment was rendered on the said intervention in favor of respondents and others, intervenors, and against the said syndics and Mrs. Caroline Bell,

heirs of Robert Bell, as representatives of the partnership of Barrett & Bell, for $11,248 11½, and interest thereon at the rate of six per cent. from the 12th May, 1851, being the balance due to said intervenors after crediting them with the whole proceeds of said plantation and slaves; and subsequently, by a final judgment in said suit on the 15th December, 1845, the said intervenors were ordered to pay to said syndics the sum of $2,020 50 on account of the commissions of said syndics and the other expenses incurred in said suit, as the whole will appear from the transcript of the proceedings in said suit to be exhibited herein.

That in all said proceedings, the said syndics acted in virtue of the legal powers vested in them as the legal representatives of all the creditors of said Thomas Barrett, and with the authority and approval of all said creditors in good faith, and in the proper and ordinary discharge of their duties. And further answering, respondents aver that the mortgage resulting from the act of sale from Wade Hampton to Le Roy Pope, passed on the 8th April, 1829, and the additional mortgage granted by said Le Roy Pope, &c., but passed on the 23d February, 1830, were duly recorded; that the assumption of said mortgages by Thomas Barrett in the act passed on the 18th March, 1838, was also duly recorded. That the assumption thereof as part of the price of said plantation and slaves, invested them with the vendor's lien and privilege; that respondents and others, heirs and representatives as aforesaid, had also obtained judgments against said Thomas Barrett for the instalments of interest as they accrued and fell due before his failure, with mortgage and privilege on said plantation and slaves, and had also registered said judgments so as to give a judicial mortgage thereon. That by the agreement between said Barrett & Bell, the amount due to the respondents and others as aforesaid, was constituted a partnership debt and was entitled to a privilege accordingly on the partnership assets. That respondents and others acted throughout the aforesaid proceedings in good faith, in the prosecution of which, as they were advised and believe, were their legal rights as above set forth; and respondents again and specially denies all and all manner of unlawful and fraudulent contrivance, combination, and confederacy, with which they are so repeatedly and offensively charged in the bill of complaint filed herein.

And further answering, respondents again set up the aforesaid proceedings in case of "Thomas Barrett *vs.* His Creditors, and the Creditors of Thomas Barrett & Co.," and in the case of the "Syndics of Barrett *vs.* Robert Bell," and particularly the aforesaid judgments rendered on the 2d March, 1841, on the 27th April, 1844, and on the 15th Dec., 1845, as *res-judicata* against the complainant herein, and a complete bar to his present action; respondents insist thereon in as full and complete a manner as if the same were specially pleaded.

And further answering, respondents show that they have no know-

ledge in relation to the judgments set forth in the complainant's bill, nor of the alleged transfer thereof from the Union Bank to said complainants beyond what they have derived from the said bill, and therefore they neither admit nor deny the truth and correctness of the allegations in respect thereto. But respondents show that the Syndics of said Thomas Barrett, in virtue of the powers vested in them by act passed before H. B Cenas, not. pub., on the 1841, gave a release of the judicial mortgage resulting from the registry of the said judgments, and the said judicial mortgage was cancelled and erased accordingly from the proper records of the office of mortgages in the City of New Orleans, on the day of 1841; that said Syndics acted therein with the knowledge and authority of said Union Bank. That the alleged re-inscription of the said judgments was illegal and of no effect; that neither the original inscription nor the re-inscription of the said judgments in the mortgage office of the City of New Orleans could affect the slaves attached to the White Hall plantation, situate in the Parish of St. James, and respondents specially denies that said judgments were ever recorded in the said Parish of St. James, so as to have any effect as against said plantation and slaves; and further answering, respondents show, that if, as alleged, the said complainant became the assignee of the said judgments on the 19th May, 1849, he took the assignment thereof charged with notice of all the facts and circumstances herein set forth and the present attempt to enforce a pretended mortgage as resulting from the registry of said judgments in the City of New Orleans, against the slaves held by respondents, so far from meriting the "tender consideration" which he claims, deserves only the stern rebuke of this honorable Court.

And further answering, respondents shows that through various mesne conveyances subsequent to the sheriff's sale on the 12th May, 1841, they have become the sole joint owners of the slaves attached to the White Hall plantation, and have had the exclusive possession thereof since the 10th February, 1848, as will be shown by the acts of transfer to be exhibited herein on the trial; but respondents denies that the increase of the said slaves has been of the number and value alleged, or that the services of said slaves have been worth $20,000 per annum, or that the said complainant has any claim on said slaves or any portion thereof, or that he is entitled to any account for their services. And further answering, respondents admit that Robert Bell is dead, but they aver that Mrs. Caroline S. Butler, the widow and universal legatee of said Robert Bell, is now living, and reside in the Parish of St. James aforesaid. That respondents are ignorant of the residence of Thomas C. Magoffin, and therefore neither admit nor denies the allegations of the complainants in that regard. That they also admit that George Morgan is dead, but they aver that at his death he was a resident of New Orleans, though his widow and heirs now resides in the State of New York; that they also admit that James B. Hullin is dead, but they aver that his heirs and

legal representatives now reside in the City of New Orleans. That they also aver that Mrs. Mary Hampton is now living and residing in the State of South Carolina. That they admit that Mrs. Susan F. Manning is dead, and that John L. Manning and the heirs of said Mrs. Susan F. Manning resides in the State of South Carolina; and that they also admit that William Hagan, Esq., is now the Syndic of the creditors of said Thomas Barrett, and that he is a citizen of the State of Louisiana, residing in the City of New Orleans; and these respondents aver that all the said parties, or their legal representatives, are necessary parties to the relief herein sought by the present complainant.

And further answering, respondents aver that they and others through whom they claim, have been in public and peaceable possession of the property adjudicated on the 12th May, 1841, and especially of the slaves, then adjudicated under the sheriff's deed, duly executed and recorded, and under a title thus acquired in good faith and for good and valuable consideration; that by the laws of Louisiana the action of the complainant herein to enforce a mortgage against the said slaves, in the hands of respondents, is barred by the lapse of five and ten years, and accordingly these respondents pray the same benefit and advantage of this defence of prescription of five and ten years as if the same had been specially pleaded.

All which matters these respondents are ready to prove as this honorable Court shall determine, and they pray to be hence dismissed with their reasonable costs in this behalf most wrongfully incurred, and they will ever pray, &c.

(Signed) BENJAMIN, BRADFORD, & FINNEY,
Solicitors.

The affidavit of the defendant, which by the rules of the Court is required to accompany this answer, is hereby waived and dispensed with.

New Orleans, April 23d, 1855.

ALEX. T. STEELE, *Solicitor for Pl'ff.*

Replication to Answer. Filed 24th April, 1855.

JOHN HAGAN, JR.
vs.
JOHN S. PRESTON AND CAROLINE M. PRESTON, HIS WIFE.
No. 2245.

U. S. CIRCUIT COURT
for Eastern District of Louisiana.

In Chancery. April Term, 1855.

The complainants in this case, for replication to the answer and answers to the amended bill which have been filed herein by the defendants, John S. Preston and Caroline M. Preston, his wife, says that,

reserving to himself all the exceptions to the many errors, evasions, and insufficiencies of said answer, doth reaffirm his said bill and amended bill, and will maintain and prove the same as the rules of equity shall require.

ALEXANDER T. STEELE,
Solicitor for Pl'ff and Complainant.

Argument and Submission of Cause.

Minutes. November Term, A. D. 1855.

New Orleans, Saturday, 10th November, 1855. Court met pursuant to adjournment: Present, Hon. J. A. Campbell, Presiding Judge: Present, Hon. Theo. H. McCaleb, District Judge.

JOHN HAGAN, JR.
vs.
JOHN S. PRESTON AND WIFE. } Before Hon. J. A. Campbell.

This cause was taken up and argued by A. T. Steele, Esqr., of counsel for complainant, and by E. A. Bradford, of counsel for defendants, and proceeded with until three o'clock P. M. Whereupon it was ordered that it be continued until 6 o'clock this evening, and that the Court be adjourned until then.

Evening session. Present, Hon. J. A. Campbell, Presiding Judge.

JOHN HAGAN, JR.
vs.
JNO. S. PRESTON AND WIFE.

This cause was resumed and argued by E. A. Bradford, on part defendant, and by Alex. T. Steele, Esqr., for complainants, and was submitted to the Court, and taken under advisement.

Sale of one-half of plantation and slaves from Thos. Barrett to Robt. Bell. Filed by comp't 10th May, 1855.

It is agreed by and between Thomas Barrett and Robert Bell, that the former shall sell to the latter one undivided half of the plantation called White Hall, situated on the Mississippi, in the Parish of St. James, and also the undivided half of the negroes on the same, and of all the appurtenances thereunto belonging, being the plantation and negroes purchased by the said Thomas Barrett from Leroy Pope, by act passed on the 18th day of March, 1833. And it is understood that the interest of the said R. Bell in the said plantation and negroes commenced on the day of the said purchase from Pope, and that he is subject to one-half of the charges incurred for the said plantation, and is entitled to one-half of whatever the said plantation may have made since the said 18th March, 1833. The said Bell, as the consideration of said sale, is to assume one-half of the responsibilities of Mr. Barrett towards Wade Hampton, and

is to pay to the said Barrett one-half of the amount paid by him to Leroy Pope. The said sale is to be passed whenever either party may require it.

Note.—There is a mulatto boy named George on White Hall, standing in the name of Thos. Barrett, not included in the aforesaid sale of March, 1833, but charged in amount to White Hall, who is to be transferred with the others to R. Bell for an undivided half.

Passed at New Orleans, 20th March, 1833, in duplicate; any errors in this memorandum to be corrected at the time of making the sale.

(Signed) THOS. BARRETT,
R. BELL.

Witness: JOHN MACREADY.

I, the undersigned. Parish Judge in and for the Parish of Saint James, and *ex-officio* Recorder of Mortgages therein, do hereby certify that I have this day truly entered up the foregoing instrument under private signature, upon the current book of notarial acts for the present year, in my office, No. 115, fos. 251 and 252; and I further certify that I did not record the same in the Record Book of conventional mortgages in my office, said foregoing instrument, under , wanting the formalities and requisites provided by article 2250 of the new Civil Code of Louisiana to produce any effect against creditors as *bona fide* purchasers.

In testimony whereof I have hereunto set my hand and affixed the impress of my seal of office, at the Parish of St. James, this twenty-seventh day of June, eighteen hundred and thirty-nine, and the sixty-third year of the Independence of the United States of America.

[SEAL.] (Signed) JEAN JACQUES ROMAN,
Judge.

STATE OF LOUISIANA,
City of New Orleans.

I, Joseph Benzaken Marks, a Notary Public for this City and Parish of New Orleans, duly commissioned and qualified, do hereby certify that, at the request of Mr. Robert Bell, I have duly recorded the foregoing agreement and certificate in my current register on the date hereof; and that Mr. John Macready, of this city, intervened in said act, and after having been duly sworn by me, notary, depose and said, "that he was present and saw said Thomas Barrett and Robert Bell sign said agreement after having read the same."

In faith whereof I grant these premises under my signature and impress of my seal of office at New Orleans aforesaid, this first day of July, eighteen hundred and thirty-nine.

[L. S.] (Signed) JAS. B. MARKS,
Not. Pub.

I, the undersigned, Parish Judge in and for the Parish of Saint James, and ex-officio Register of Mortgages therein, do hereby certify that since my first certificate, dated twenty-seventh June, eighteen hundred and thirty-nine, the article therein quoted as being article two thousand two hundred and fifty of the new Civil Code of Louisiana, having been complied with by means of the *supervening* and mending certificate of Joseph Benzaken Marks, Notary Public in and for the City and Parish of Orleans, under date of the first day of July, eighteen hundred and thirty-nine, I did, on the fifth day of July, eighteen hundred and thirty-nine, record in my office, according to law, in the Record Book of Conventional Mortgages No. 23, fo. 30 and 31, the foregoing instrument under private signature between Thomas Barrett and Robert Bell.

In testimony whereof I have hereunto set my hand and affixed the impress of my seal of office this fifth day of July, eighteen hundred and thirty-nine, the sixty-fourth year of the United States of America.

[SEAL.] (Signed) JEAN JACQUES ROMAN,
Judge.

A true copy from the original 1, recorded in my office according to law.

In testimony whereof I have hereunto set my hand and affixed the seal of my office at the Parish of St. James, this fifth day of December, A. D. 1853.

[SEAL.] J. B. BERCHAND, *Recorder.*

Admissions of Counsel. *Filed 16th Nov.*, 1855.

U. S. CIRCUIT COURT.

JOHN HAGAN, JR.
vs.
JOHN S. PRESTON AND WIFE.

In Chancery.

It is admitted that in the original act passed before H. B. Cenas, Not. Pub., on the 1st day of February, 1841, for the release of the mortgages recorded against the insolvent Thomas Barrett, the words "*and all other*," in the sentence on the first page of the act which reads "*and recorded against the following described and all other property, to wit*," were interlined.

And that the interlineation was made by the said notary after the act had been drawn up, but before the signature and execution thereof, at the request and under the special instructions of the syndics of the said insolvent.

BENJAMIN, BRADFORD & FINNEY,
for Def'ts.

ALEX. T. STEELE, *for Compl't.*

Complainant's Evidence.

Complainants filed in evidence the following documents, which are filed as exhibits to his amended bill:—

Exhibit A. Mortgage from J. Hagan, Jr., to the Union Bank. See ante, page 71.

Exhibit B. Record in case of The Union Bank *vs.* T. Barrett & Co., No. 15,725. Ante, page 77.

Exhibit C. Record in case of The Union Bank *vs.* Barrett & Co., No. 15,775. See ante, page 84.

Exhibit D. Record, case Union Bank *vs.* Barrett & Co. *& als.*, No. 15,989. See ante, page 90.

Exhibit E. Record, case Union Bank *vs.* Barrett & Co. *& als.*, No. 16,417. See ante, page 95.

Exhibit F. Record, case Union Bank *vs.* Thos. Barrett, No. 16,411. See ante, page 101.

Exhibit G. Sale of plantation by Wade Hampton to Leroy Pope. See ante, page 104.

Exhibit H. Mortgage from Leroy Pope to Wade Hampton. See ante, page 104.

Exhibit I. Sale from Leroy Pope to Thos. Barrett. See ante, page 108.

Filed 20th Nov'r, 1854.

Deposition of Christy.

JOHN HAGAN, JR.
vs.
J. S. PRESTON AND WIFE. } No. 2245.

By consent of parties in the above entitled suit, William Christy, Esq., being duly sworn, deposes and says: That he had known the late Thomas Barrett, late of this city, deceased, intimately, from about the year 1833 until the day of his death; that he passed many authentic acts for said Barrett in his capacity of notary public, and knows that his residence in this city was a continuous one from the said year 1833 to the day of his death.

Sworn to and subscribed before me this twentieth day of November, 1854, at the City of New Orleans.

W. CHRISTY.

F. C. LAVILLE, *D. Cl'k*,
for JOHN W. GURLEY,
Clerk U. S. Circuit Court.

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Defendant's Evidence, No. 1.

Extract from Schedule of Thos. Barrett.

Whitehall plantation on the Mississippi River, Parish St. James, consisting of about 1,100 acres of land and about 150 slaves,		$210,000
Less bond against payment of same, bearing interest at 6 per cent., due in 1850,	$100,000	
Interest in arrear,	10,000	100,000
(Under) amounts,		$100,000

STATE OF LOUISIANA,
Third District Court of New Orleans.

I hereby certify the foregoing to be a true extract from the schedule of the assets and liabilities of Thomas Barrett, individually, filed on the 12th of May, 1840, in the late Parish Court of the Parish of Orleans, at the suit of Thomas Barrett *vs.* His Creditors and the Creditors of Thomas Barrett & Co., and now on the records thereof under the No. 12,836, the records of which Court have been transferred to the said Third District Court of New Orleans, pursuant to an act of the legislature of this State.

In faith whereof I hereunto set my hand and affix the seal of said 3d Dist. Court, this 21st day of April, 1855.

[SEAL.] N. J. CASTELL, *Clerk.*

Defendants' Evidence, No. 2.

Rule taken by J. T. Preston for Widow Hampton on Syndics.

"*Rule.*"

STATE OF LOUISIANA,
Parish Court for the Parish and City of New Orleans.

Present, Honorable Charles Maurian, Judge. October 31st, 1840.

THOMAS BARRETT
vs.
HIS CREDITORS.

On motion of Isaac T. Preston, of counsel for Mary Hampton and others, heirs and representatives of the late Wade Hampton, and on filing an account and documents: it is ordered that the syndics of the creditors show cause on Monday, the 9th Nov., 1840, why they should not, immediately on complying with the formalities of law, cause to be sold the plantation called White Hall, with the slaves, and stock, and crop, on which the said representatives have a conventional mortgage, and also the privilege of vendors on the follow-

ing terms, for $25,000 payable on the 10th Jan'y, 1841, cash, and $100,000 payable the 1st Jan'y, 1850, with 6 per cent. interest from the 1st January, 1840, payable annually, and why the proceeds should not be applied to the payment of their claim.

Extract from the Minutes, Nov. 5th, 1840.

(Signed) PORLLION, *D'y Cl'k.*

Sheriff's Return on back of Rule.

Rec'd 5th November, 1840, and on the 6th served copy of this order on Thomas C. Magoffin in person, and on the 7th served copy on Geo. Morgan in person.

Ret'd 7th November, 1840.

(Signed) GEO. W. GAIRIE, *D'y Sheriff.*

"*Judgment on Rule.*"

STATE OF LOUISIANA,
Parish Court for the Parish and City of New Orleans.

November 9th, 1840.

THOMAS BARRETT vs. HIS CREDITORS. } No. 12,836.

The rule taken in this case by widow Hampton, returnable this day, was taken up before the Court, Isaac T. Preston, Esq., for widow Hampton, Louis Janin, Esq., for the syndics.

The pl'ffs in the rule having shown that they are mortgage creditors to a large amount on the plantation known by the name of Whitehall, and on the slaves thereto attached, and that the terms of their mortgage correspond with those on which they demand the sale of the plantation: It is ordered that the syndics of the estate of Thomas Barrett proceed forthwith to the sale of the said plantation according to law, and on the terms stated in the rule, leaving the precise amount of the plaintiff's claim to be liquidated hereafter: and it is further ordered that the crop now taken off or hereafter to be made during the present season, be sold by the syndics in this City of New Orleans at public auction, without prejudice to any rights which the plaintiffs may have on the said crop.

New Orleans, November 14th, 1840.

(Signed) CHARLES MAURIAN, *Judge.*

STATE OF LOUISIANA,
Third District Court of New Orleans.

I hereby certify the foregoing to be true copies from the originals on file on the records of the late Parish Court of the Parish of Orleans, at the suit of Thomas Barrett *vs.* His Creditors, and the Cre-

ditors of Thomas Barrett & Co., under the No. 12,836, the records of which Court have been transferred to the Third District Court of New Orleans, pursuant to an act of the Legislature of this State.

In faith whereof, I hereunto set my hand and affix the seal of said Third District Court of New Orleans, this 20th day of April, 1855.

[SEAL.] N. J. CASTELL, *Clerk.*

Defendant's Evidence, No. 3.

Application to sell.

STATE OF LOUISIANA,
Third District Court of New Orleans.

Petition of syndics for leave to sell the crop of the Whitehall plantation. Filed Jan'y 16th, 1841.

THOMAS BARRET
vs.
HIS CREDITORS. } No. 12,836.

To the Hon'ble Parish Court of the Parish of Orleans.

The petition of Thomas C. Magoffin and George Morgan, syndics of the creditors of Thomas Barrett, respectfully shows:

That in the partition suit instituted by your petitioners in this Hon'ble Court against Robert Bell, it was agreed that the crop of the plantation to be divided should be sent to Hewlett & Cenas, auctioneers at New Orleans, and by them sold at public auction, the proceeds to be kept subject to the order of this Hon'ble Court in said partition suit: that the creditors of the said Thomas Barrett at their meetings holden the 15th, 16th, and 17th of June last, deliberated that all the movable property surrendered by the said Barrett should be sold for cash, and that therefore the aforesaid agreement was in entire conformity with the wishes of the said creditors.

Wherefore your petitioners pray that the portion of the said Barrett in the aforesaid crop may be ordered to be sold for cash by the said auctioneers.

(Signed), L. PARIE & LS. JANIN,
Att'y for Pet'r.
by LS. JANIN.

Order on back of Petition.

Let the within described property be sold as praying for.
New Orleans, January 16th, 1841.

(Signed) CHARLES MAURIAN, *Judge.*

STATE OF LOUISIANA,
Third District of New Orleans.

I hereby certify the foregoing to be true copies from the originals on file in the records of the late Parish Court of the Parish of Orleans at the suit of Thomas Barrett *vs.* His Creditors and the Creditors of Thomas Barrett & Co., under the No. 12,836, the records of which Court have been transferred to the Third District Court of New Orleans pursuant to an act of the Legislature of this State.

In faith whereof I hereunto set my hand and affix the seal of said 3d Dist. Court, this 20th day of April, 1855.

[SEAL.] N. J. CASTELL, *Clerk.*

Defendants' Evidence, No. 4.

Petition of syndics for homologation, &c.

Petition of syndics for the homologation of an account then discharged, and a meeting of creditors.

THOS. BARRETT
vs. } 12,836.
HIS CREDITORS.

To the Hon'ble Parish Court of the Parish of Orleans.

The petition of Thomas C. Magoffin and George Morgan, syndics of the creditors of Thomas Barrett and Thomas Barrett & Co., respectfully shows:

That they herewith annex an account of the collections and disbursements made by them since their former account was filed.

Petitioners show that they have instituted or have been made parties to a considerable number of suits which are still pending, and in which no result has as yet been obtained.

And they beg leave more particularly to refer to the action of partition instituted by them, and now pending in this Hon'ble Court against Robert Bell, in which the proceeds of a portion of sugar has, by consent of parties, been deposited in the City Bank subject to the order of this Hon'ble Court, and amounting to the sum of $\$4551\frac{29}{100}$, exclusive of the interest since accrued.

And petitioners reserve the right of hereafter claiming the commission allowed by law on the sale made in said action of partition under a decree of this Hon'ble Court so far as said property belonged to the insolvent estate administered by them.

And petitioners represent that their private affairs compel them *them* shortly to leave this State, whereby it will be out of their power to continue to act any longer as syndic of the aforesaid estate.

Wherefore they pray that the annexed account may be filed; that after the publication required by law, said account may be homolo-

gated and your petitioners discharged, and that a meeting of creditors may be ordered to be held before H. B. Cenas, Notary Public, to elect a syndic or syndics in the place of petitioners.

(Signed), L. PEIRCE & L. JANIN, *Att'ys.*
By LS. JANIN.

On motion of L. Pierce & Ls. Janin, Esq'rs, of counsel for Thos. C. Magoffin and George Morgan, syndics of Thomas Barrett and Thos. Barrett & Co., filing an account: It is ordered that all persons interested show cause within ten days from the publication of this order why the said account should not be homologated, the funds distributed in accordance therewith, and the said syndics be discharged; and it is further ordered that a meeting of the creditors of Thomas Barrett and Thomas Barrett & Co. be held before H. B. Cenas, Notary Public, on Wednesday, the 9th day of May next, to elect another syndic or syndics in the place of the said Thos. C. Magoffin and George Morgan, who have resigned.

(Signed) CHARLES MAURIAN, *Judge.*

New Orleans, March 30th, 1842.

Petition to Homologate Meeting of Creditors.

THOMAS BARRETT
vs.
HIS CREDITORS AND THE CREDITORS OF THOS. BARRETT & CO.

No. 12,836.

To the Hon'ble Parish Court of the Parish of Orleans.

The petition of Thomas C. Magoffin and George Morgan, and of James B. Hullen, all three of the City of New Orleans, respectfully shows:

That by virtue of an order of this Hon'ble Court rendered on the 4th of April last, on the petition of your petitioners, Thomas C. Magoffin and George Morgan, heretofore syndics of the creditors of Thomas Barrett and Thomas Barrett & Co., a meeting of the creditors of said Thomas Barrett, and of Thomas Barrett & Co., has been held on the 9th instant before H. B. Cenas, Notary Public, a copy of the deliberations of which is hereto annexed; that from said deliberations it will appear that said creditors unanimously voted for the discharge prayed for by your petitioners, Thos. C. Magoffin and George Morgan, as syndics aforesaid, and that they further unanimously voted for your petitioner, James B. Hullen, as sole syndic of said creditors, in the place of said Magoffin and Morgan, and on the same terms on which said first syndics were elected, to wit, with dispensation of security, and also with all the same powers which, by the former meetings of said creditors, were conferred on said former syndics of said creditors.

Wherefore your petitioners pray that the said meeting of creditors may be homologated, that the said Thomas C. Magoffin and George Morgan may be discharged from their functions and from all responsibility as syndics aforesaid, on paying over to the new syndic the balance of funds in their hands, which balance appears from the tableau lately filed by them, reserving to them, however, their claim for commissions on the interest of said Barrett in the White Hall plantation, to be settled in the partition suit of Barrett Syndics *vs.* Bell, now pending in this Hon'ble Court, and that the said James B. Hullen may be confirmed as syndic of the creditors of Thomas Barrett and Thomas Barrett & Co.

(Signed) L. PIERCE & LS. JANIN, *Att'ys for Pet'r.*
By LS. JANIN.

"*Order on back of Petition.*"

Let the within described meeting of creditors be homologated; let Thos. C. Magoffin and George Morgan be discharged from their functions as syndics on paying over to the parties legally entitled thereto, the balance in their hands, reserving to them, however, whatever claims to commissions on the sale of the White Hall plantation they may be entitled to, and let James B. Hullen be confirmed as sole syndic of the creditors of Thos. Barrett and Thomas Barrett & Co.

New Orleans, May 20th, 1842.

(Signed) CHARLES MAURIAN, *Judge.*

STATE OF LOUISIANA,
Third District Court of New Orleans.

I hereby certify the foregoing to be true copies from the original documents on file on the records of the late Parish Court of the Parish of Orleans, at the suit of Thomas Barrett *vs.* His Creditors and the Creditors of Thomas Barrett & Co., under the No. 12,836, the records of which Court have been transferred to the Third District Court of New Orleans, pursuant to an act of the legislature of this State.

In faith whereof I hereunto set my hand and affix the seal of said 3d District Court, this 20th day of April, 1855.

[SEAL] N. J. CASTELL, *Clerk.*

Defendants' Evidence, No. 5.

Extract from Schedule.

THOMAS BARRETT
vs.
HIS CREDITORS AND THE CREDITORS OF THOMAS BARRETT & Co.

No. 12,836.

White Hall Plantation 20,002.76.

This account has been settled in the action of partition between Rob. Bell and the Syndic in the suit now pending.

I hereby certify the foregoing to be a true extract from the schedule signed by J. B. Hullen, syndic, on the 26th of May, 1844, and filed as letter B (accompany Puol. acc.), on the 8th of October, 1844, in the late Parish Court of the Parish of Orleans, at the suit of Thomas Barrett *vs.* His Creditors and the Creditors of Thomas Barrett & Co., and now on the records thereof under the No. 12,836, the records of which Court have been transferred to the Third District Court, pursuant to an act of the legislature of this State.

In faith whereof I hereunto set my hand and affixed the seal of said 3d District Court, this 20th day of April, 1855.

[SEAL.] N. J. CASTELL, *Clerk.*

The provisional account filed on the 8th of October, 1844, was homologated so far as not opposed on the 2d of December, 1844, and finally homologated on the 13th of May, 1845.

N. J. CASTELL, *Clerk.*

Defendants' Evidence, No. 6.

Release of Mortgages by Syndics of Barrett, &c.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that this day, before me, Hilary Breton Cenas, a Notary Public in and for the City and Parish of New Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared Thomas C. Magoffin and George Morgan, both of this city, herein acting in their capacities of syndics of the creditors of Thomas Barrett, and of the creditors of Thomas Barrett & Co., a commercial firm lately established in this city, and composed of the said Thomas Barrett, Lucien Herman, and James B. Hullen, who declared that in their capacities aforesaid, and by virtue of the authority in them vested by the provisions contained in the thirty-first section of an act of this State, entitled "An act relative to the voluntary surrender of the property, and to the mode of proceeding, as well for the direction as for the disposal of debtors' estates, and for other purposes, approved on the twentieth day of

February, 1817, they do by these presents, cancel, annul, rescind, and make void all and singular the mortgages and privileges, legal, judicial, and conventional, at present standing in the name of him the said Thomas Barrett, and of Thomas Barrett & Co., and recorded against the following described *and all other property*, to wit:—

1st. The property known as the residence of Thomas Barrett, at the northeast corner of Custom-House and Rampart Streets, in the square bounded by Custom-House, Rampart, Bienville, and Burgundy Streets, and consisting of six lots designated by the numbers "one, two, three, four, five, and six," and on a particular plan thereof, lots Nos. "one" and "two," measure each thirty-one feet ten inches front on Rampart Street, by one hundred and thirty feet two inches in depth between parallel lines. Lot No. "three" forms the corner of Custom-House and Rampart Street, having sixty-four feet ten inches front on Custom-House Street, by one hundred and twenty-six feet eight inches in depth and front on Rampart Street, together with the buildings and improvements thereon. Lots Nos. "four" and "five," measure each twenty-two feet eight inches front on Custom-House Street, by one hundred and twenty-six feet eight inches in depth, and lot No. "six" measures twenty-one feet three and a half inches front on Custom-House Street, by one hundred and twenty-six feet eight inches in depth between parallel lines.

2d. Four lots in the suburb Annunciation in square number "twenty-seven," bounded by Pacanier, Orange, St. Jean Baptiste, and Richard Streets, designated by the numbers "three, four, five, and six," on a plan of Louis Bringier, Surveyor, dated the fifth April, eighteen hundred and thirty-one: said lots adjoin each other, and measure each twenty-six feet front on Pacanier Street, by one hundred and twenty feet in depth, American measure; and

3d. A negro man named "Seymour," aged about thirty years, and a griffe woman named "Frank," aged about thirty-six years, and "Edgar," a negro aged 21 years.

And particularly the following, viz:—

B. 26, F. 466. 1st. The one he granted jointly with Palmire Griffin his wife, per act passed before A. Mazureau, Notary Public, dated the eleventh January, 1834, in favor of the Union Bank of Louisiana, on, 1st. A lot of ground designated as the number "thirty-nine," situate on the southeast side of this city, and measuring fifty-nine feet six inches front on Rampart Street, by one hundred and twenty-four feet or thereabout in depth. 2d. A lot of ground contiguous to the above, designated by the number "fifty-two," forming the corner of Custom-House and Rampart Streets, measuring sixty feet front on Custom-House Street, by one hundred and nineteen feet front on Rampart Street. 3. A lot of ground situated in Custom-House Street between Burgundy and Rampart Streets, adjoining the above, and making part of four lots designated primitively by

the numbers "forty-one," "forty-two," "fifty," and "fifty-one," now designated by the Number "six," measuring forty feet front on Custom-House Street, by one hundred and nineteen feet in depth, together with the buildings thereon, to secure six thousand seven hundred dollars ($6,700) of shares of the stock of said Bank, and the eventual interest at ten per cent. per annum.

B. 26, F. 467. 2d. The one he granted jointly with his said wife, per act before Mazureau, Notary, on the eleventh January, eighteen hundred and thirty-four, in favor of said Union Bank, on the same property more amply described in the foregoing paragraph, to secure five thousand dollars ($5000) of shares of the stock of said Bank, and the eventual interest at ten per cent. per annum.

B. 346, F. 479. 3d. The one he granted jointly with his said wife, per act passed before F. Seghers, Notary, on the twentieth December, eighteen hundred and thirty-six, in favor of the Citizens' Bank of Louisiana, on the same property described in the same paragraph to secure eight thousand one hundred dollars ($8,100) of shares in the capital stock of said Bank, and the eventual interest at ten per cent. per annum.

B. 37, F. 202. 4th. The one he granted jointly with his said wife, per act before Seghers, Notary, on the twenty-fifth May, eighteen hundred and thirty-seven, in favor of the said Citizens' Bank on the same property described in the same paragraph, to secure six thousand dollars ($6,000) of shares of the stock of said Bank, and the eventual interest at ten per cent. per annum.

B. 38, F. 78. 5th. The one he granted per act passed before H. B. Cenas, Notary, on the 26th September, eighteen hundred and thirty-seven, in favor of the Atlantic Marine and Fire Insurance Company on three lots of ground adjoining each other, together with the buildings thereon situate in the square bounded by Rampart, Custom-House, Burgundy, and Bienville Streets, and having the following dimensions, viz: The 1st measures sixty feet, more or less, front on Rampart Street, by one hundred and thirty-four feet in depth; the 2d measures sixty feet front on Custom-House Street, by one hundred and nineteen feet in depth, and front on said Rampart Street; and the 3d measures forty feet (and more if there be) front on Custom-House Street, by one hundred and nineteen feet in depth, to secure thirteen thousand eight hundred and seventy-five dollars ($13,875), being the amount of seven and a half tenths parts of one hundred and eighty-five shares in the capital stock of said company.

B. 38, F. 102. 6th. The one he granted jointly with his said wife, per act passed before H. B. Cenas, Notary, dated the twelfth October, eighteen hundred and thirty-seven, in favor of the New Orleans Gas-Light and Banking Company on the three lots amply described in the foregoing paragraph, to secure fifty thousand dollars ($50,000), and by the same act the said Barrett and wife have pledged and pawned in favor of the said New Orleans Gas-Light and Banking Company, four hundred and forty-three shares of the

capital stock of three different institutions, the whole more amply described in said act.

B. 38, F. 467. 7th. The one he granted jointly with his said wife, per act passed before Jules Mossy, Notary, dated the twenty-sixth February, eighteen hundred and thirty-eight, in favor of the Bank of the United States, of the State of Pennsylvania, on, 1st, a lot of ground situate in this city between Burgundy and Rampart Streets, measuring twenty-one feet three and a half inches front on Custom-House Street, by one hundred and twenty-six feet nine inches deep (English measure), bounded on the side next to Burgundy Street by the property of A. G. Wilson, and on the other side next to Rampart Street by the property of said mortgagor. 2d. Four lots of ground situate in the suburb Annunciation, designated by the numbers "three," "four," "five," and "six," here above and secondly described in the present certificate (and on a great number of other landed property) to secure one hundred and sixty thousand dollars ($160,000), with interest at the rate of eight per cent. per annum, and eventual interest at the rate of ten per cent. per annum, agreeably to said act.

B. 40, F. 229. 8th. The one he granted per act passed before David L. McCay, notary, on the sixteenth November, eighteen hundred and thirty-eight in favor of Sylvain Peyroux, on the same property described in the seventh paragraph of the seventh certificate and other landed property more amply described in said act, to secure his endorsements to the amount of one hundred thousand dollars, ($100,000.)

B. 40, F. 244. 9th. The one he granted by act passed David L. McCay, notary, dated the twenty-first November, eighteen hundred and thirty-eight, in favor of Sylvain Peyroux, on three lots of ground adjoining each other, situate at the corner of Custom-House and Rampart streets, in the square comprised between said streets and Burgundy and Bienville streets, together with the buildings thereon, which lots form the greater parts of the lots designated by the numbers "forty-nine" and "fifty-one" and the whole of the lot No. "fifty-two," as per plan drawn by I. Tanesse. The portion of lot No. "forty-nine" measures fifty-nine feet six inches front on Rampart Street, by a depth of one hundred and twenty-four feet. The portion of lot No. "fifty-one" measures forty feet front on Custom-House street, by one hundred and nineteen feet in depth; and the lot No. "fifty-two" measures sixty feet front on Custom-House street, by one hundred and nineteen feet in depth and front on Rampart street (all French measure), to secure endorsements to the amount of fifty thousand dollars ($50,000).

B. M. 3, F. 180. 10th. And the general ones resulting from the forty-two following judgments, to wit: One in favor of Mary Hampton and others, rendered by the First Judicial District Court the twenty-sixth January, eighteen hundred and thirty-eight, for twelve thousand dollars ($12,000), interest and costs.

B. M. 3, F. 327. Another in favor of the Citizens' Bank of Louisiana, rendered against Thomas Barrett and others, *in solido*, by same Court the fifth November, eighteen hundred and thirty-eight, for eight thousand six hundred and seventy-two dollars and sixty-six cents ($8,672.66), interest and costs.

B. M. 3, Fo. 331. Another in favor of Joseph Volant Labarre, rendered by same Court (twenty-eighth September, eighteen hundred and thirty-eight) against Thomas Barrett and another, *in solido*, to secure ten per cent. interest on a capital sum of thirty-six thousand dollars ($36,000).

B. M. 3, F. 351. Another in favor of the Union Bank of Louisiana, rendered by same Court (third December, eighteen hundred and thirty-eight) against Thomas Barrett & Co., for ten thousand and four hundred dollars ($10,004), interest and costs.

B. M. 3, F. 351. Another in favor of same Bank, rendered by said Court same day and against the same, for eight thousand two hundred and ninety-seven dollars and thirty-five cents (8,295.35), interest and costs.

B. M. 3, F. 351. Another in favor of said Bank, rendered by same Court same day, and against the same, for sixteen thousand six hundred sixty-nine dollars and eighteen cents ($16,669.18), interest and costs.

B. M. 3, F. 383. Another in favor of same Bank, rendered by same Court the twentieth February, eighteen hundred and thirty-nine, against Thomas Barrett, for three thousand eight hundred seventy-two dollars and fifty cents ($3,872.50), interest and costs.

B. M. 3, F. 383. Another in favor of said Bank, rendered by same Court same day, against Thomas Barrett & Co., *in solido*, for sixteen thousand six hundred sixty-nine dollars and sixteen cents ($16,669.16) interest and costs.

B. M. 3, F. 391. Another in favor of Mary Hampton *et al.*, rendered by said First Judicial District Court the eleventh March, eighteen hundred and thirty-nine, against Thomas Barrett, for six thousand dollars ($6000), interest and costs.

B. M. 3, F. 391. Another in favor of Mary Hampton *et al*, rendered by same Court, the fourteenth March, eighteen hundred and thirty-nine, for six thousand dollars ($6,000), interest and costs.

B. M. 3, F. 392. Another in favor of Samuel Lee, rendered by the Parish Court the twenty-second December, eighteen hundred and thirty-eight, against Thomas Barrett & Co., for eight thousand seven hundred and twenty-five dollars and ninety cents ($8,725.90), interest and costs.

B. M. 3, F. 412. Another in favor of Mary Hampton *et al.*, rendered by the First Judicial District Court the eleventh March, eighteen hundred and thirty-nine, against Thomas Barrett for six thousand dollars ($6000), interest and costs.

B. M. 3, F. 414. Another in favor of Henry Baldwin, rendered by same Court the twentieth April, eighteen hundred and thirty-nine,

against Thomas Barrett and others, *in solido*, for twenty thousand two dollars and twenty-five cents ($20,002.25), with interest, damages and costs.

B. M. 3, F. 416. Another in favor of Mary Hampton and others, rendered by the same Court the twenty-fifth April, eighteen hundred and thirty-nine, against Thomas Barrett, for six thousand dollars ($6,000), interest and costs.

B. M. 3, F. 427. Another in favor of A. and G. Ratston & Co., rendered by the Commercial Court the sixteenth May, eighteen hundred and thirty-nine, against said Thomas Barrett and others, *in solido*, for eighteen thousand three hundred and thirty-three dollars thirty-three and one-third cents ($18,333 33⅓), interest and costs.

B. M. 3, F. 429. Another in favor of A. M. Nathan, rendered by the Commercial Court the twenty-first May, eighteen hundred and thirty-nine, against Thomas Barrett, for twelve thousand seven hundred dollars ($12,700), interest and costs.

B. M. 3, F. 453. Another in favor of Wm. W. Worsley, rendered by the Commercial Court the twenty-second April, eighteen hundred and thirty-nine, against Thomas Barrett and others, *in solido*, for two thousand two hundred seventy-nine dollars and seventy-six cents (2,279 76), interest and costs.

B. M. 3, F. 454. Another in favor of the Mechanics and Traders' Bank, rendered by the First Judicial District Court the eighth June, eighteen hundred and thirty-nine, against Thomas Barrett, for one hundred and seventy-five thousand two hundred and sixty-two dollars ($175,262), interest, and costs.

B. M. 3, F. 467. Another in favor of the New Orleans Canal and Banking Company, rendered by the First Judicial District Court the third June, eighteen hundred and thirty-nine, against Thomas Barrett and others, *in solido*, for three thousand two hundred eighty-nine dollars and fifty cents ($3,289 50), interest and costs.

B. M. 3, F. 467. Another in favor of Boorman, Johnston & Co., rendered by the Commercial Court the twenty-fourth June, eighteen hundred and thirty-nine, against Thomas Barrett, for five thousand nine hundred twenty dollars and fourteen cents, interest, and costs ($5,920 14).

B. M. 3, F. 467. Another in favor of James Reaulx, rendered by the Commercial Court the twenty-fourth day of June, eighteen hundred and thirty-nine, against Thomas Barrett, for nine thousand four hundred eleven dollars and forty cents ($9,411 40), int. and costs.

B. M. 3, F. 468. Another in favor of Bell & Grant, rendered by the Commercial Court the twenty-fourth June, eighteen hundred and thirty-nine, against Thomas Barrett, for nine thousand four hundred and eleven dollars and forty-six cents (9,411 46).

B. M. 3, F. 468. Another in favor of Thomas Wilson & Co., rendered by the Commercial Court the third July, eighteen hundred

and thirty-nine, against Thomas Barrett and others, *in solido*, for seventy-nine thousand four hundred and thirty-three dollars and seventy-one cents (79,433 71), interest and costs.

B. M. 3, F. 473. Another in favor of the New Orleans Canal and Banking Company, rendered by the Commercial Court the twenty-ninth July, eighteen hundred and thirty-nine, against Thomas Barrett and others, *in solido*, for two thousand three hundred and seventy-five dollars ($2,375), int. and costs.

B. M. 3, F. 517. Another in favor of the City Bank of New Orleans, rendered by the Commercial Court the twenty-seventh November, eighteen hundred and thirty-nine, against Thomas Barrett and another, *in solido*, for thirteen thousand eight hundred dollars ($13,800), int. and costs.

B. M. 3, F. 528. Another in favor of the City Bank of New Orleans, rendered by the Commercial Court the twenty-seventh November, eighteen hundred and thirty-nine, against Thomas Barrett and others, *in solido*, for two thousand three hundred and seventy-five dollars ($2,375), int. and costs.

B. M. 4, F. 75. Another in favor of the New Orleans Canal and Banking Company, rendered by the First Judicial District Court, the tenth February, eighteen hundred and forty, against Thomas Barrett, for forty-six thousand six hundred eight dollars and fifty cents ($46,608 50), interest and costs.

B. M. 4, F. 80. Another in favor of Joseph Volant Labarre, rendered by the First Judicial District Court, the sixth January, eighteen hundred and forty, against Thomas Barrett, for twenty-four thousand two hundred and twelve dollars ($24,212), int. and costs.

B. M. 4, F. 84. Another in favor of George Wilson & Co., rendered by the Commercial Court the twenty-first February, eighteen hundred and forty, against Thomas Barrett and others, *in solido*, for sixteen thousand six hundred twenty-five dollars and fifty cents ($16,625 50), interest, and costs.

B. M. 4, F. 91. Another in favor of J. Volant Labarre, rendered by the First Judicial District Court the seventeenth February, eighteen hundred and forty, against Thomas Barrett and another, *in solido*, to secure ten per cent. interest on twenty-four thousand dollars from the tenth July, eighteen hundred and thirty-eight, till paid, and costs for suit.

B. M. 4, F. 115. Another in favor of H. S. Leverich, rendered by the Commercial Court the twentieth March, eighteen hundred and forty, against Thomas Barrett, for forty-eight hundred and twenty-nine dollars and seventy-one cents ($4,829 71), interest and costs.

B. M. 4, F. 119. Another in favor of the Agricultural Bank of Mississippi, rendered by the Commercial Court the twenty-seventh March, eighteen hundred and forty, against Thomas Barrett and

others, *in solido*, for eleven thousand nine hundred and nine dollars and thirty-four cents (11,909 34), interest and costs.

B. M. 4, 124. Another in favor of the New Orleans Gas-Light and Banking Company, rendered by the First Judicial District Court the twenty-eighth March, eighteen hundred and forty, against Thos. Barrett for fifty thousand five hundred and thirty-seven dollars three and two-thirds cents ($50,537 03⅔), interest and costs.

B. M. 4, F. 130. Another in favor of Joseph Volant Labarre, rendered by the First Judicial District Court the 2d April, 1840, against Thomas Barret for twelve thousand and fifty-four dollars ($12,054), interest and costs.

B. M. 4, F. 137. Another in favor of the Mechanics' and Traders' Bank, rendered by same Court the twenty-first March, eighteen hundred and forty, against Thomas Barrett and another, *in solido*, for seven thousand two hundred and four dollars ($7,204), int. and costs.

B. M. 4, F. 146. Another in favor of said institution, rendered by same Court the twenty-ninth April, 1840, against Thomas Barrett and another, *in solido*, for eighteen hundred and six dollars ($1806), interest and costs.

B. M. 4, F. 146. Another in favor of the Consolidated Association Bank, rendered by the Parish Court, the sixth May eighteen hundred and forty, against said Thomas Barrett and others, *in solido*, for nineteen thousand dollars ($19,000).

B. M. 4, F. 148. Another in favor of Rogers, Gray, & Co., rendered by the Commercial Court the third April, eighteen hundred and forty, against Thomas Barrett and others, *in solido*, for twenty-six hundred dollars ($2600), interest and costs.

B. M. 4, F. 151. Another in favor of the New Orleans Canal and Banking Company, rendered by the First Judicial District Court the twentieth March, eighteen hundred and forty, against Thomas Barrett, for two thousand six hundred four dollars and fifty cents ($2,604 50), interest and costs.

B. M. 4, F. 153. Another in favor of the President, Director, & Co. of the Consolidated Association, rendered by the Parish Court the sixth May, eighteen hundred and forty, against Thomas Barrett and others, *in solido*, for four hundred dollars ($400), interest and costs.

B. M. 4, F. 153. And the last one in favor of the same institution, rendered by the same Court the 6th May, eighteen hundred and forty, against said Thomas Barrett and another, *in solido*, for thirteen hundred eighty-two dollars and forty cents ($1382 40), interest and costs, the whole agreeably to the aforesaid judgments.

New Orleans, the 27th January, 1841.

(Signed) P. LANDREAUX, *Rec'r.*

All which said mortgages and assumptions of mortgages, the said

Recorder of Mortgages is hereby authorized to erase from his books, agreeably to the provisions of the act hereinbefore recited.

This done and passed in my office at the said City of New Orleans, in the presence of *Ernest Gravet* and *Richard Mentmore*, witnesses, of lawful age, and domiciliated in this city, who hereunto subscribe their names together with the said parties, and me, notary, this first day of February, in the year of our Lord one thousand eight hundred and forty-one, 1841.

(Original signed) THOS. C. MAGOFFIN,
" GEO. MORGAN, *Syndics.*
" E. GRAVET,
" R. MENTMORE.
" H. B. CENAS, *Not. Pub.*

I certify the foregoing to be a true copy of the original act on file and of record in my office.

In faith whereof, I grant these presents under my signature and the impress of my seal of office at New Orleans, on this twenty-first day of April, A. D. 1855.

H. B. CENAS, *Not. Pub.*

The undersigned, Recorder of Mortgages for the City of New Orleans, certifies that the judicial mortgages recited in the foregoing act have been duly erased from his said records, on the second June, 1841, by virtue of said act, and as far as they related to Thomas Barrett and Thomas Barrett & Co.

New Orleans, April the 23d, 1855.

EMILE WILTZ.

Defendant's Evidence, No. 7.

Sale from Mrs. Hampton to Preston & Wife.

UNITED STATES OF AMERICA,
State of Louisiana.

Be it remembered, that on this tenth day of February, in the year of our Lord one thousand eight hundred and forty-eight, before me, John H. Ilsley, a Notary Public in and for the Parish of Ascension, State aforesaid, duly commissioned and sworn—

Personally appeared first Mrs. Mary Hampton, of Columbia, South Carolina, Vendor, of the one part, and second, John S. Preston and Mrs. Carolina M. Preston, his wife, also of Columbia (the said Mrs. Preston being by her said husband authorized and assisted in the execution of these presents), Vendees, of the other part. And the said Mrs. Hampton declared for the price and on the terms and with the clauses and stipulations hereinafter mentioned; she has granted, bargained, sold, conveyed, transferred, assigned, set over, and delivered, and by these presents does grant, bargain, sell, con-

vey, assign, set over, and deliver, with a full guarantee against all troubles, debts, mortgages, claims, evictions, donations, alienations, or other incumbrances whatsoever, unto the said John S. Preston and Caroline M. Preston, his wife (who accept said sale, and acknowledge the delivery and possession of the property now sold), jointly to each one undivided half part of all and singular the following described property, to wit: 1st. All the right, title, and interest of every kind and nature soever which this vendor, Mrs. Hampton, has in and to the Houmas lands, situate and being partly in the Parish of Iberville and partly in the Parish of Ascension, and included in the confirmation to Daniel Clark and to Donaldson & Scott, which said lands were lately and are still in part owned jointly and equally in indivision by this Vendor, by Mrs. Preston, and by the minor children and heirs of Mrs. Susan F. Hampton, deceased, wife of John L. Manning, with all and singular such rights as to said lands pertain. 2d. A certain tract of land or sugar plantation, being part and parcel of the Houmas lands hereinbefore described, situate and lying in the Parish of Ascension, on the left bank of the River Mississippi, containing a front on said river of twenty arpents twenty-eight toises four feet and eight inches, and extending towards the rear between diverging lines to the depth of one hundred and thirty arpents, and containing an area of four thousand four hundred and fifty-four arpents and seventy-one hundredths, superficial measure; the said plantation being a part of that formerly known as the Houmas plantation, once the property of Gen. Wade Hampton, and represented in a diagram of survey made by E. D. Richardson, United States Deputy Surveyor, and annexed to a Notarial act of judicial partition between this vendor, Mrs. Preston, and the heirs of Susan F. Hampton, on file and record in the office of the recorder of the Parish of Ascension; the plantation now sold being the centre or middle portion of the whole tract included in the diagram, and is now bounded above by the upper portion thereof, now the property of the heirs of Susan F. Hampton, and below by the lower portion thereof, now the property of Mrs. Preston, together with all the buildings, improvements, rights, servitudes, and appurtenances on and to said lands pertaining, or in any manner belonging; also, all the farming utensils, agricultural implements, horses, mules, oxen, cows, and live stock of every description; also, the carts, wagons, and in fine every object on the said plantation whether herein enumerated or not, and destined to the use thereof; also, two hundred and eighty slaves now on and attached to the plantation now sold, of the names and ages following, to wit: all of which are fully guaranteed against all the redhibitory vices and defects prescribed by law, viz:—

No.	Names.	Age.	No.	Names.	Age.
1.	Daniel Foster	65	48.	Polly	15
2.	Sally Foster	47	49.	Sam. Clark	50
3.	William Foster	22	50.	Peggy "	52
4.	Molly Foster	16	51.	Russell "	20
5.	George Foster	11	52.	Calia	11
6.	Sligo Clarks	72	53.	Cassius Haines	37
7.	Hoby Washington	32	54.	Rachael	35
8.	Sam. Washington	10	55.	George	10
9.	Frederick	6	56.	Daphney	6
10.	Scipio Hampton	62	57.	Nancy	5
11.	Dinah	47	58.	Peter	2
12.	Eliza Hailstock	27	59.	Frank Richards	37
13.	Estha	1	60.	Letty "	45
14.	Monday Taylor	47	61.	Sally	16
15.	Mina	37	62.	Phillis	12
16.	Mary Foster	52	63.	Eloisa	10
17.	Augustus Foster	17	64.	Monday	9
18.	Billy Easy	62	65.	George	8
19.	Jansay Clark	50	66.	Lucy	4
20.	Dinah Clark	70	67.	Dick Hill	55
21.	Ben. Tala	30	68.	Patty	42
22.	Sindy Hampton	67	69.	Sucky	14
23.	Adam Clark	42	70.	Taby	21
24.	Sin Clark	57	71.	Sam	9
25.	Cæsar Howell	37	72.	Cupid	7
26.	Jessy Hill	37	73.	Culia	5
27.	Delia Hill	32	74.	Mary Ann	2
28.	Monday Clark	27	75.	Santy Hill	32
29.	Bob Davis	32	76.	Quashaba	24
30.	Stanford Clark	47	77.	Jackson Clark	27
31.	Jane Davis	22	78.	Grance	22
32.	Sally Clark	37	79.	Mary	1
33.	Diana	85	80.	Harry Gamble	48
34.	William Bartley	25	81.	Catharine	56
35.	Anachy	22	82.	Emily	11
36.	Cusar Millar	32	83.	Austin Hill	24
37.	Jacob Mitchel	37	84.	Nanny Hill	22
38.	Margaret	27	85.	Isaac Hampton	27
39.	Dick	10	86.	Betty Hampton	22
40.	Paul	7	87.	Mike Mitchel	37
41.	Cornelia	4	88.	Margaret "	32
42.	Jacob Mitchel, Jr.	1	89.	Abraham Taylor	37
43.	Maria Barclay	48	90.	Dovey	32
44.	Elsey Barclay	17	91.	Hannah	12
45.	Sally Barclay	1	92.	Abbey	9
46.	Tom Hampton	52	93.	Dick	7
47.	Mary Ann	50	94.	Kail	5

No.	Names.	Age.	No.	Names.	Age.
95.	Holland	1	142.	Antoine Clark	37
96.	Tony Kelson	47	143.	Peggy Clark	27
97.	Harriet	42	144.	George Clark	57
98.	Alick	16	145.	Washington Brooks	52
99.	Daphney	15	146.	Nancy	23
100.	Molly	8	147.	Holland Howell	67
101.	Bias	6	148.	Back Howell	62
102.	Satira	5	149.	Jim Miller	23
103.	Bendigo	3	150.	Binah Gilliard	80
104.	Myra	1	151.	Lem Clark	52
105.	Cæsar Haines	37	152.	Adam Dubois	20
106.	Frank Robinson	35	153.	George Whitesides	35
107.	Britania Maning	32	154.	Mary Ann	30
108.	John Robinson	32	155.	Eveline Whitesides	9
109.	Matty	52	156.	Nelly	8
110.	Washington Taylor	52	157.	Bob	7
111.	Amelia	27	158.	Violet	3
112.	Abraham	6	159.	Nancy	3
113.	Sophia	3	160.	George	2
114.	Betty	1	161.	Jack Jons	65
115.	Toly Ward	47	162.	Bobbet "	45
116.	Franky	37	163.	Isaac "	19
117.	Henry, infant		164.	Pero "	17
118.	Kesiah	7	165.	Susey "	15
119.	Jonas Haines	10	166.	Lydia "	13
120.	Alick	5	167.	Manuel "	30
121.	Toby, Jr.	2	168.	Toby "	40
122.	Jefferson Haines	47	169.	Caty "	30
123.	Franky "	42	170.	Seybt "	8
124.	Nancy "	17	171.	Lavinia "	6
125.	Tinah	13	172.	Gabriel "	4
126.	Jim Harrison	32	173.	John "	3
127.	Billy	27	174.	Charles Henry	20
128.	Phillis	10	175.	Scipio Columbus	25
129.	Jane, Jr.	8	176.	Cuffy Johns	45
130.	Maria	6	177.	Sarah	40
131.	Richard Haines	45	178.	Jack Gilliard	28
132.	Louisa	36	179.	George Washington	37
133.	Tom Epps	72	180.	Nancy Jons	13
134.	Mary Ann	62	181.	Sally "	11
135.	Cupid Jackson	47	182.	William Derick	32
136.	Betsy	42	183.	Lewis Allen	52
137.	Susan	17	184.	Anny Allen	47
138.	Lavinia	15	185.	Ben. Gilliard	67
139.	Cupid, Jr.	14	186.	Pauldo Jons	19
140.	Rose	21	187.	Nutt Gilliard	12
141.	Shedrick Taylor	21	188.	Hannah Jons	14

No.	Names.	Age.	No.	Names.	Age.
189.	Sambo Jons	13	235.	Jackson	6
190.	Adam Worth	62	236.	Jacob	27
191.	Charlotte	52	237.	Malinda	25
192.	Tom Allen	47	238.	Martha	4 mo.
193.	Jim Allen	8	239.	Jim	45
194.	John Allen	2	240.	Lima	13
195.	York, Jr.	20	241.	Miles	26
196.	Milly	40	242.	Joe Hanaway	28
197.	London Jons	23	243.	Bob	30
198.	George	20	244.	Fanny Harris	55
199.	York, Jr.	16	245.	George "	35
200.	Eliza	13	246.	Lavin "	32
201.	Louis	11	247.	Richard "	35
202.	Allexander C.	5	248.	Mary "	30
203.	Fanny C.	3	249.	Harriet	12
204.	Ben	50	250.	Fred	28
205.	Kesiah	45	251.	Kinah	28
206.	Smith	23	252.	Ned	60
207.	Ananias	15	253.	Suckey	60
208.	Elsey	13	254.	Nelson	00
209.	Nancy	13	255.	Easter	20
210.	Elias	4	256.	Jefferson	20
211.	Philip	1	257.	Jim	20
212.	Suckey	45	258.	Manuel	22
213.	Daniel	13	259.	July	17
214.	Alfred	5	260.	Philip	18
215.	Rollar	6	261.	Lewis	35
216.	Nelly	3	262.	July Ann	28
217.	Washington	35	263.	Bedford	25
218.	Agnes	30	264.	Letty	23
219.	Washington, C.	6	265.	Brista	50
220.	Kerry Ann	5	266.	Willis	40
221.	Bosom	2	267.	Lucinda	24
222.	Nancy	50	268.	Roger	45
223.	Sally Ann	10	269.	Dolly	45
224.	Abraham	6	270.	Peter	50
225.	Joe Griffin	40	271.	Peter	70
226.	Louisa	30	272.	Tom	16
227.	Rebecca	5	273.	Nelly	70
228.	Denis	45	274.	Sarah	25
229.	Denis, C.	5	275.	Burges	13
230.	Rosiana	30	276.	Amy	4
231.	Emyjam	5	277.	Abraham	70
232.	Yagat	3	278.	Anny	70
233.	Cresey	35	279.	Polly	45
234.	Margaret	10	280.	Lina	50

In all, two hundred and eighty described slaves, with all their increase, if any there be, not enumerated in this act, since the first day of January, in the year eighteen hundred and forty-seven, together with any right or title this vendor may have in and to any other slaves described in the inventory of the Houmas property made by me, Notary Public, on the 22d and 24th day of May, 1847; it being the intention of this vendor to sell and of the purchasers to acquire the whole and entire interest of the said vendor in and to all the property she may own in the State of Louisiana, which is now hereby transferred to the vendors: To have and to hold the said property, lands, plantation, &c. &c., and slaves, to the said purchasers, their heirs and assigns, for their proper use and behoof forever. And the said purchasers further declared, that they do hereby dispense with any certificate or certificates of mortgages, and do exonerate me, the Notary, from all the responsibility in consequence of the non-production of the same.

This sale is made and accepted for and in consideration of the sum of three hundred and thirty-five thousand dollars, to be paid in the manner following, to wit: 1st. The purchasers do hereby assume for the vendor the payment of a debt due by the said vendor to the estates of John Penny, deceased, or to his widow and legal heirs, being the purchase-money of the interest of the representatives of Penny in the White Hall estate, amounting to thirty-five thousand dollars $35,000 00

2d. The purchasers do now furnish to the seller, who acknowledges the receipt thereof, their joint bond for the sum of fifty thousand dollars, payable in five equal annual instalments, falling due respectively in six, seven, eight, nine, and ten years, from and after the first day of March, 1849, on which sum of fifty thousand dollars they bind themselves to pay interest at the rate of six per cent. per annum, commencing from and after the first day of March, 1851, $50,000 00

3d. The balance, two hundred and fifty thousand dollars, payable in ten equal annual instalments, the first instalment to fall due on the first day of March, 1860, and upon which said sum the purchasers bind themselves to pay interest at the rate of six per cent. per annum (being fifteen thousand dollars annually), from and after the first day of March, in the year 1849, all of which is represented by the joint bond of the purchasers, which is now executed and delivered to Mrs. Mary Hampton, the seller, who acknowledges the receipt thereof, say $25,000 00

Total, three hundred and thirty-five thousand dollars $335,000 00

and to secure the full and punctual payment of the whole price, the property now sold remains affected with a special mortgage and the

vendor's privilege in favor of the seller; wherefore, to identify the bonds of aforesaid with this act, I, the said notary, before the delivery of said bonds, did mark and paragraph them *ne varietur* on the day of the date of this act. Thus done and passed at the Parish of Ascension on the day, month, and year first before written, in the presence of Thos. R. Agnew and John H. Croise, lawful witnesses, who have hereunto signed their names, together with the parties, and me, the Notary Public.

Five words interline approved. The original act is signed Mary Hampton, Caroline Preston, Jno. S. Preston, T. R. Agnew, John H. Cruse. John H. Ilsley, Notary Public.

I certify the foregoing a true copy of the original on record at my office under my hand and seal of office. Parish of Ascension, 21st Feb'y, 1848.

[SEAL.] JOHN H. ILSLEY, *Not. Pub.*

Five words in the copy interlined.—J. H. I., *N. P.*

Defendant's Evidence, No. 8.

Sale from Preston and Manning to Mrs. Hampton.

UNITED STATES OF AMERICA,
State of Louisiana.

Be it remembered, that on this twelfth day of May, in the year of our Lord one thousand eight hundred and forty-seven, and in the seventy-first year of the independence of the United States of America, before me, John H. Ilsley, a Notary Public in and for the Parish of Ascension, duly commissioned and sworn, personally appeared John S. Preston and John L. Manning, Esquires, both citizens of the State of South Carolina, of the one part, and Mrs. Mary Hampton, also of South Carolina, of the other part; and the said parties of the first part did severally declare that, for the price hereinafter expressed, they have bargained, granted, sold, conveyed, assigned, transferred, set over, and delivered, and by these presents do grant, bargain, convey, assign, transfer, set over, and deliver, with subrogation to all their rights and actions in warranty and others against all antecedent vendors or possessors, unto the said Mrs. Mary Hampton, who accepts said sale for herself, her heirs and assigns, the undivided half which each of the vendors has in the following described property, to wit, the White Hall plantation, consisting of a certain tract or parcel of land situate and lying in the Parish of St. James, on the left bank of the River Mississippi, about twenty-two leagues above the City of New Orleans, of an irregular form, and composed of a front tract measuring about twenty-six arpents six toises and two feet front on the river, by forty arpents in depth, the lines closing towards the rear, and containing five hundred and ninety-one and sixty hundredths acres, the back tract joining the former in the rear, from whence it runs forty arpents in depth, the

lines opening towards the rear, and containing five hundred and ten acres, the said tracts forming the plantation aforesaid, and bounded above by the property of the Widow Brengier, and below by that of Widow Alexander Melancon, together with all the buildings, improvements, rights, and appurtenances pertaining or in any manner belonging to the said plantation; also all the farming utensils, articles of husbandry, agriculture implements, blacksmiths' and carpenter tools, sheep, hogs, horses, mules, and horned cattle, attached to and employed on said White Hall plantation; also all and singular the following described slaves now on and pertaining to the said plantation, viz:—

No.	Names.	Age.	No.	Names.	Age.
1.	Beg York	38	34.	Cressy	38
2.	Milly, his wife	35	35.	Little Lear	7
3.	George	16	36.	Lucy	6
4.	Little York	14	37.	Nancy	40
5.	Melunda	15	38.	Amy	30
6.	Eliza	9	39.	Lucenda	20
7.	Mi	8	40.	Sally Ann	10
8.	Allick	6	41.	Abraham	4
9.	Famy	5	42.	Rosanna	18
	All children of Beg York and Milly.		43.	Peter	4
			44.	Jane	2
10.	Old Milly	60	45.	Logate	1
11.	Denis	45	46.	Abraham	55
12.	Sarah	18	47.	Auner	50
13.	Little Miles	22	48.	Louis	28
14.	Jack	20	49.	Bedford	22
15.	Denio	5	50.	Letty	19
16.	Rolley	40	51.	Black Ben	40
17.	Suckey	30	52.	Kessy	35
18.	Emanuel	15	53.	Ameas	12
19.	Julia	18	54.	Smith	18
20.	Dan	10	55.	Esther	16
21.	Alfred	8	56.	Elsy	8
22.	Sette Rolley	3	57.	Elias	4
23.	Nelly	2	58.	Joe Griffin	30
24.	Beg Jem	30	59.	Louisa	26
25.	Jenning, two son	12	60.	Rebecca	8
26.	Richard	28	61.	Washington	35
27.	Mary	30	62.	Aggy	26
28.	Aggy	9	63.	Little Washington	8
29.	Fed.	32	64.	Katty Ann	4
30.	Phen.	28	65.	Bosuen	1
31.	Phel.	14	66.	Ned	50
32.	Margaret	10	67.	Lucky	45
33.	Leu	45	68.	July Ann	18

No.	Names.	Age.	No.	Names.	Age.
69.	Nelson	17	76.	Dolly	35
70.	Jefferson	14	77.	Bresler	30
71.	African Peter	45	78.	Guenea Peter	60
72.	Fanney	43	79.	Bob	32
73.	Sam	28	80.	Joe Holloway	26
74.	George	30	81.	Bongess	12
75.	Rogen	40	82.	Nancy	11

in all, eighty-two described slaves, with the increase, if any there be, since the 10th December, 1846; in fine, all the slaves on said plantation belonging thereto at the date: To have and to hold the whole of said property, and each undivided half thereof, unto the said Mrs. Mary Hampton, her heirs and assigns, to their proper use and behoof forever.

This sale is made and accepted for and in consideration of the sum of one hundred thousand dollars, payable in the manner following, to wit: the sum of thirty-five thousand dollars ($35,000), due to the estate of John Penny, and secured by special mortgage on the property now sold, the purchaser agrees to pay in conformity with the stipulations and conditions contained in an act of sale, passed before me, notary, on the 16th day of January last past, between the Testamentary Executors of John Penny, deceased, and John S. Preston and John L. Manning, the balance of said price, to wit, the sum of sixty-five thousand dollars, has been paid, as the vendors acknowledge, by the purchaser, one-half to John S. Preston, and the other half to John L. Manning, who do hereby grant a full acquittance and discharge therefor. By the certificate of the Recorder of Mortgages, in and for the Parish of St. James, dated the 9th day of February, 1849, it appears that the property now sold is unincumbered with any other lien than the special mortgage in favor of John Penny, above referred to, and the purchaser dispenses with the production of a certificate of more recent date, being satisfied that there are no other liens against the property now sold.

And to this act came and intervened Mrs. Caroline M. Preston, above the age of majority, by her said husband duly authorized and assisted to act in the premises. And the said Mrs. Preston declared that she has taken cognizance of the preceding act of sale, and that she does, so far as she is concerned therein, approve, ratify, and confirm the same, and does hereby release, in favor of Mrs. Mary Hampton, her mother, all and every right, lien, claim, mortgage, and privilege, of every kind, which she had or has upon the property conveyed by this act, whether resulting from her marriage with the said John S. Preston or otherwise; whereupon, I, the said notary, did inform the said Mrs. Preston, out of the presence of her said husband, that by the laws of Louisiana she had a legal mortgage upon all the property of her said husband for the restitution of her total effects, whether brought in marriage or subsequently acquired;

for the restitution of her paraphernal effects, of which her said husband had the administration or enjoyment, for debts by her with her said husband, and for *nuptial* presents. And the said Mrs. Preston did thereupon declare to me that she was fully with the nature and extent of her claims and privileges on the property of her said husband, and that she did, nevertheless, persist in her intentions to approve and ratify the said sale, and to renounce in favor of Mrs. Hampton all her claims, mortgages, and privilege hereinbefore described. And the said John S. Preston being now again personally present, aiding and authorizing his said wife in the execution of these presents, she, the said Mrs. Preston, with the full knowledge of the tenor and effect of the act of the Legislature of the State of Louisiana, approved March 27th, 1835, entitled "an act to limit the time in which married women aged about twenty-one years may retract renunciations made by them in favor of third persons, and to authorize them in future to make valid renunciations," declared that she did persist in her intention, already expressed, to renounce all her said rights, claims, and privileges on the said property in favor of Mrs. Mary Hampton, and binding herself and her heirs at all times to acknowledge and sustain the validity of this renunciation.

Thus decree and passed at the Parish of Ascension the day and year before written, in presence of Francis Bulkley and Thomas R. Agrew, lawful witnesses, who have signed this act with the parties and me, the notary public.

(Signed) JOHN S. PRESTON,
JNO. L. MANNING,
MARY HAMPTON,
CAROLINE PRESTON.

JOHN H. ILSLEY,
Not. Pub.

FRANCIS BULKELEY,
THOMAS R. AGREW.

A true copy, under my hand and seal, this 12th May, 1847.

JOHN H. ILSLEY,
Notary Public.

STATE OF LOUISIANA,
Parish of St. James.

I, John B. Fenehand, Parish Recorder in and for the Parish of St. James, do hereby certify that the foregoing act has been duly recorded in this office on the seventeenth day of May, 1847, in Book of Conveyances No. 94, fo. 131, 132, and 133.

Parish of St. James, April 20th, 1855.

J. B. FENEHAND,
[SEAL.] *Parish Recorder.*

Defendant's Evidence, No. 9.

Sale from executors and widow of Jno. Penny to Preston and Manning.

UNITED STATES OF AMERICA,
State of Louisiana.

Be it remembered, that on this sixteenth day of January, in the year of our Lord one thousand eight hundred and forty-seven, and in the seventy-first year of the independence of the United States, before me, John Henry Ilsley, a notary public in and for the Parish of Ascension, duly commissioned and sworn, and also in presence of the undersigned witnesses, personally came and appeared first James *Petter Bengay*, M. D., and *Romanter* Tillotson, the duly appointed, sworn and qualified co-testamentary executors of the homologated olographic last will and testament of the late John Penny and Mrs. Ann Penny, a resident of the Parish of Saint James, surviving widow of the late John Penny, and also, second, John S. Preston, a resident of Columbia, in the State of South Carolina, acting for himself and for John L. Manning, of Clarendon, Sumpter District, in said State of South Carolina, *who* (the said John S. Preston not having produced from the said John L. Manning any special act of procuration) will ratify and confirm whatever may be done in her name in the premises, and for which confirmation and ratification the said John S. Preston binds and obligates himself to procure, within three months from the date of this act, and does further bind himself personally for the faithful performance of all the obligations assumed in this act by him for and in the name of the said John L. Manning.

And the said appearers of the first and second part declared that whereas, by an act originally under private signature bearing date the twentieth day of November, in the year of our Lord one thousand eight hundred and forty-three, and there duly proved before and recorded by Jean Jacques Roman, late Judge of the Parish of Saint James, on the fourteenth day of September, in the year eighteen hundred and forty-four, a duly certified copy of which is hereunto annexed for reference, Mrs. Mary Hampton, widow of the late General Wade Hampton, residing in Columbia, in the State of South Carolina, for the price and on the terms and conditions therein detailed and set forth, did sell, convey, and deliver unto John Penny one-third of all and singular the property hereinafter described, who, by a subsequent act passed before the said Judge Roman on the 11th day of September, in the year eighteen hundred and forty-four, did accept said sale under the conditions, clauses, and stipulations therein set forth; and these appearers further represent that, by said contract, the said John Penny did consent, covenant, and agree, as a condition of sale to him, that, in case of the decease of the said John Penny, all the property, real and personal, by said act conveyed to

him, should be conveyed to and become vested in the said John S. Preston and John L. Manning, their heirs, executors, administrators, and assigns, under the following conditions, namely: that each party should select two persons as appraisers, the majority of whom should decide which appraisers should make a valuation of the said plantation and slaves, together with all the appurtenances thereto belonging at the time of the decease of the said John Penny, at a cash valuation, one-third of the amount of said valuation to be paid by the said John S. Preston and John Littanning, or their representatives, to the legal representatives of the said John Penny, in notes payable in four equal payments, namely, at one, two, three, and four years after the day of the death of the said John Penny, and secured to the satisfaction of the legal representatives of said Penny, and bearing interest at the rate of seven per cent. per annum from date until paid. And the said appearers further declare that sometime on or about the 25th day of November, 1846, the said John Penny died, leaving an olographic will, which has been duly and legally probated, and by which said will the said John Penny intimated that it was his desire that the said contract should be observed, and that in the valuation of the estate of White Hall the testamentary executors, as security *security*, should take a mortgage on the whole estate and slaves, to secure the final payment; as the sale calls for security to the satisfaction of these executors, as the same fully appears by the will, a copy of which is annexed for reference. And whereas, since the death of the said John Penny, the said John S. Preston and the said John *Lellanning*, the latter being represented, as aforesaid, by the said John S. Preston, have consented to avail themselves of the stipulation in their favor contained in the said act of sale from the said Mrs. Mary Hampton, and to assume all the obligations, as vendees, detailed in said act, the said parties of the first part being desirous to carry out the wishes and intentions of the said John Penny, and to perform all the obligations assumed by him, have, with the said parties of the second part, proceeded to name appraisers—that is to say, the said parties of the first part have named two, and the said parties of the second part have named two appraisers, and the said appraisers have estimated and appraised the whole property, with its appurtenances and the slaves therein, at the sum of one hundred and five thousand dollars, as appears by the *proces verbal* of appraisement annexed, and which is considered a part of this act.

Now, therefore, in view of all the premises, the said parties of the first part, to wit: Dr. James *Poller Benging* and Romanteo Tillotsen, Executors of the last will and testament of John Penny, and Mrs. Ann Penny, widow and surviving partner in community and the legal and testamentary usufructuary of the half of the community belonging to the estate of her deceased husband, declare that for the price and on the terms and conditions hereinafter mentioned, they do by these presents sell, convey, transfer, assign, set over, and

deliver unto the said John S. Preston and John L. Manning, who, represented as aforesaid, do both accept said sale jointly, all and singular the undivided third part of all and singular the property hereinafter described as taken from the detailed inventory of the White Hall property made by the Recorder of the Parish of Saint James on the tenth day of December, A. D. 1846, as follows: the White Hall plantation, consisting of a certain tract or parcel of land situate in the Parish of St. James, in the State of Louisiana, on the left bank of the River Mississippi, about twenty-two leagues above the City of New Orleans, of an irregular form, and composed of a front tract measuring about twenty-one arpents six toises and two feet front on the river by forty arpents deep, the lines closing towards the rear, of thirty perches and sixty-eight chains in breadth, and containing five hundred and ninety-one and sixty-hundredths acres, the back tract joining the former in the rear, from whence it runs forty arpents in depth, the lines opening towards the rear, and containing five hundred and ten acres, the said tracts forming the plantation aforesaid, and bounded above by the property of the Widow Bringier, and below by that of formerly Alexander Melancon, now of his widow and heirs, which said plantation is known by the name of White Hall, together with the dwelling-house, sugar-house, with a steam-engine and sugar-mill, the negro cabins, corn-house, stables, in fine, all and singular the buildings, improvements, rights, servitudes, and appurtenances to said plantation pertaining or in any manner belonging, together with all the farming utensils, articles of husbandry, agricultural implements, blacksmiths' and carpenters' tools, sheep, hogs, horses, mules, horned cattle, &c., attached to and employed on said White Hall plantation, as the same are fully detailed in the inventory above referred to, &c., to which for more ample description reference can be made; also all and singular the following described slaves, now on and pertaining to the said White Hall plantation: Big York, negro, aged 38 years; Milly, his wife, 35 years, and their children, George, 16 years of age; Little York, 14 years old; Milenda, 15 years; Eliza, 9 years; Abi, 8 years; Alleck, 6 years; Fanny, 5 years; Old Milly, 60 years; Denis, 45 years; Sarah, 18 years; Little Miles, 22 years; Jake, 20 years; Little Denis, 5 years; Rolley, 40 years; Suckey, 30 years; Emmanuel, 15 years; Julien, 18 years; Dan, 10 years; Alfred, 8 years; Little Rolley, 3 years, and Nelly, 2 years; Big Jim, 30 years, and his son Lemmy, 12 years; Richard, 28 years; Mary, 30 years, and Aggy, 9 years; Fed, 32 years; *Rhum*, 28 years; *Phel*, 14 years; Leon, 45 years; Cressy, 38 years; Margaret, 10 years; Litttle Leu, 7 years, and Lucy, 6 years; Nancy, 40 years; Amy, 30 years; Lucinda, 20 years; Sally Ann, 10 years; Abraham, 4 years; Rosanna, 18 years; Peter, 4 years; Jane, 2 years; *Whyatt*, 1 year; Abraham, 55 years; Anna, 50; Lewis, 28; Bedford, 22; Letty, 19; Black Ben, 40; Repy, 35; *Ameas*, 12; Smith, 18; Easter, 10; Elsy, 8; Eleas, 4; Joe Griffen, 30; Louisa, 26; Rebecca, 8; Washington,

35; Aggy, 26; Little Washington, 8; Katey Ann, 4; Bosum, 1; Ned, 50; Suckey, 45; July Ann, 18; Nelson, 17; Jefferson, 14; African Peter, 45; Fanny, 43; Sam, 28; George, 30; Rodgen, 40; Dolly, 35; Brister, 30; Guinea Peter, 60; Bob, 32; Joe Holloway, 26; Bingess, 12; Nancy, 11 years; in all eighty-two described slaves, with all the increase, if any there be, since the date of the said inventory, to wit, the 10th December, 1846, and, in fine, all the slaves on the said plantation belonging thereto at this date.

This sale is made and accepted for and in consideration of the sum of thirty-five thousand dollars, being one-third of the sum at which the whole property was appraised by the four experts selected by the parties to this act, which said price will be represented by the four notes of the purchasers, all dated this day, and payable to the order of the said James Potter Bengay and Romanter Tilletson, in one, two, three, and four years from the day of the death of John Penny, to wit, each note being for the sum of four thousand three hundred and seventy-five dollars, making in the aggregate the sum of seventeen thousand five hundred dollars, being one-half of the consideration of the present sale or transfer, and each note bearing interest, payable annually, at the rate of seven per cent. per annum, from 25th November, 1846, till paid; which said notes are drawn unconditionally for the purpose of being delivered to Mrs. Penny, who is legally entitled to the same, as joint owners or partner in community of the property now sold, and the balance, or remaining half of said price, will be represented by four notes to be drawn by the purchasers, payable in one, two, three and four years from the day of the death of said John Penny, say said notes being all of this date, and each for the sum of four thousand three hundred and seventy-five dollars, making in the aggregate the sum of seventeen thousand five hundred dollars, all payable to the order of the said James Potter Bengay and Romanter Tilletson, executors, as aforesaid, and bearing interest, payable annually, at the rate of seven per cent. per annum, from the 25th day of November, 1846; and, whereas, doubts might hereafter arise respecting the regularity and validity of the proceedings evidenced by this act, and also respecting the delivery of the four last mentioned notes to Mrs. Ann Penny, legal and testamentary usufructuary, without requiring security on the part of the executors; it is now, therefore, agreed that each of the last four notes shall contain the following clause, to be expressed in the body thereof: That the payment of the said last described notes, nor any of them, shall be made at or after maturity until the usufruct in favor of Mrs. Penny ceases by her death or otherwise (and then only to the heirs of John Penny, or until the formal ratification of the liquidation and settlement of John Penny's estate, made by the testamentary executors and the widow in community shall have been made and granted by the heirs of John Penny, deceased; and to secure the full and punctual payment of the whole of said price, the purchasers do specially mortgage and hypothecate

in favor of the vendors, all and singular the property hereinbefore described, to wit, the whole of the White Hall plantation, and its appurtenances, and the slaves thereon, and to identify the said notes with this act, I, the said Notary, have marked and paraphed each of them *ne varietur*, and have delivered them to the executors, who acknowledge the receipt thereof.

And whereas the property, by this act conveyed, was acquired, as aforesaid, from Mrs. Mary Hampton, the purchasers are satisfied with a subrogation of warranty against her, and discharge the vendors from any liability as warrantors. Thus done and passed at the Parish of Ascension, on the day and year before written, in presence of Raphael Mollere and John Lear, lawful witnesses, who have signed this act with the parties and me, the Notary. (Thirteen words interlined and two words erased before signing.)

JAMES POTTER BINGAY,
ROMANTA TILLOTSON,
ANN PENNY,
JOHN S. PRESTON,
JOHN L. MANNING, by
JOHN S. PRESTON.

RAPHAEL MOLLERE,
JOHN LEAR.

JOHN H. ILSLEY, *Notary Public.*

STATE OF LOUISIANA,
Parish of St. James.

I, John B. Ferchared, Parish Recorder in and for the Parish of St. James, do hereby certify the foregoing act to have been recorded in this office on the ninth day of February, 1847.

Parish of St. James, April 20th, 1855.

[SEAL.] J. B. FERCHARED, *Parish Recorder.*

Defendants' Evidence, No. 10.

Registry of Sale of part of White Hall Plantation.

Know all men by these presents that I, Mary Hampton, widow of the late General Wade Hampton, residing in Columbia, in the State of South Carolina, have granted, bargained, and sold, and by these presents do grant, bargain and sell unto John Penny, residing in the Parish of Saint James, in the State of Louisiana, for and in consideration of the sum of thirty-three thousand dollars, cash in hand paid at the execution of these presents, the receipt whereof is hereby acknowledged, his heirs, executors, administrators and assigns forever, her undivided third part of a certain sugar plantation, called and known by the name of White Hall, in the said Parish of Saint James, together with her undivided third part of eighty-eight head of slaves thereunto belonging, to wit: Old Abraham and his wife,

Amy; York, his wife Milley, and children, George, Milanda, Little York, Abel, Ellick, Fanny and Eliza; Lewis, his wife Rosannah, and infant boy Peter; Bedford and his sister Letty; Dennis, his wife Betsy, and children, Dennis, Miles, Jacob and Sarah; Old Miles and his wife, Nelly; Joe Griffin, his wife Louisa, and child Bicky; Fed and his wife Rinah; Willis and his son Tom; Richard, his wife Mary, and child Harriet; Washington, his wife Aggy, and child Washington; Old Venus, mother of Joe Griffin and Aggy; Yellow Jim; Ben and the children of Ben, namely, Manuel, Juley, and Lizzey; Big Jim, his wife Maria and their children, Phill and Lemmey; Lenn, his wife Cresey, and children, Margaret, Lenn and Lucy; Joe Hollowy and his brother Bob; African Peter; Brister; Ned, his wife Lucky, and children, Jefferson and Nelson; Rolly, his wife Suckey, and children, Dan, Alfred, and Rolly; George, his wife Julian, mother Fanney, and brother Jam; Roger, his wife Dolley; Black Ben, his wife Lizzey, and children, Smith, Esther, Nancy, Annanias, Elias, and Elsy; old Nancy and her children, Amy, Sidney, Sally Ann and Abel; Guinea Peter and his wife Mamoina; Patty and Burgis; together with her undivided third part or interest in and to all the live stock, horses, mules, husbandry and farming utensils, and all other appurtenances of said plantation, together with said slaves and appurtenances aforesaid, was purchased by her, with John S. Preston and wife, and John L. Manning and wife, at a Sheriff's sale, in said Parish of Saint James, on the twelfth day of May, 1841, by virtue of an order of sale directed to the Sheriff of said parish, in the suit of the Syndics of Thomas Barrett against Robert Bell, in the Parish Court of the Parish of New Orleans.

This sale is made to the said John Penny and by him accepted under the following conditions and stipulations, to wit: That the said John Penny hereby binds himself not to sell or convey his interest, or every portion thereof in the aforesaid sugar plantation and slaves, or appurtenances thereunto belonging, without the written consent of John S. Preston and John L. Manning, joint owners of said property, their heirs, executors, administrators or assigns. And upon this further condition that in case of the decease of the said John Penny, all the property, real and personal, hereby conveyed to him shall be conveyed to and become vested in the said John S. Preston and John L. Manning, their heirs, executors, administrators and assigns, under the following conditions, namely: that each party shall select two persons as appraisers, the majority of whom shall decide, which appraisers shall make a valuation of the said plantation and slaves, together with all the appurtenances thereunto belonging, at the time of the decease of the said John Penny, at a cash valuation; one-third of the amount of said valuation to be paid by the said John S. Preston and L. Manning, or their representatives, to the legal representatives of the said John Penny, in notes payable in four equal payments, namely, at one, two, three, and four years

after the day of the death of said John Penny, and secured to the satisfaction of the legal representatives of said Penny, and bearing interest at the rate of seven per cent. per annum from date until paid.

In witness whereof, I have subscribed my name to the presents in duplicate, and affixed my seal at the town of Columbia, in the State of South Carolina, this twentieth day of November, in the year of our Lord one thousand eight hundred and forty-three, in presence of

(Signed) MARY HAMPTON. [SEAL.]
N. RAMSAY, *Notary Public.* [SEAL.]

Received for registry, and recorded in my office, at the Court-House of the Parish of Saint James, and at the instance of John Penny, the twelfth instant. Witness my hand and the seal of office thereunto set and affixed at the Court-House of the Parish of St. James, this twelfth February, eighteen hundred and forty-four, and the sixty-eighth year of the Independence of the United States of America.

(Signed) JEAN JACQUES ROMAN,
Parish Judge, ex-officio Notary Public in and for the Parish of Saint James.

Personally before me, the undersigned Parish Judge, duly commissioned and sworn, and acting *ex-officio* as Notary Public in and the Parish of St. James, and in presence of the hereinafter named and subscribing witnesses, personally came and appeared John Penny, Esq., residing in the Parish of Saint James, which said appearer, after perusal of the foregoing deed of sale of land, and of the eighty-eight head of slaves therein named and thereby sold unto said appearer by Mrs. Mary Hampton, widow of the late General Wade Hampton, under the conditions and stipulations therein set forth, does declare and aver, that he does hereby formally and expressly accept, as he did already implicitly accept of said sale of said land and slaves under the conditions and stipulations therein specified, he, the said appearer, having caused the foregoing bill of sale to be recorded in the office of the undersigned Judge on the twelfth of February last past, and having taken possession of said land and slaves, all which is hereby acknowledged and assented to.

Done and passed at the office of the undersigned, Parish Judge and Notary Public, at the Parish of St. James, this eleventh day of September, in the year of our Lord one thousand eight hundred and forty-four, and the sixty-ninth year of the Independence of the United States of America, in presence of Messrs. Etienne Arthur Cantrelle and Benjamin Winchester, lawful witnesses, who have hereunto set their names with the appearer, and me, Judge and Notary Public, after due reading hereof.

(Signed) Jn. Penny, E. A. Cantrelle, Ben. Winchester, Jean Jaques Roman, Parish Judge, *ex-officio* Notary Public in and for the Parish of St. James.

Re-enregistered the foregoing deed of sale by Widow Wade Hampton to John Penny, and recorded the foregoing act of acceptance thereof by said John Penny, in my office at the Parish of St. James, this fourteenth September, eighteen hundred and forty-four.

(Signed) JEAN JACQUES ROMAN, *Judge.*

I hereby certify the above deed of sale to have been duly recorded in my office at the Parish of St. James. In faith whereof, I have hereunto set my hand and affixed the impress of my seal of office, at the Parish of St. James, this eleventh day of January, eighteen hundred and forty-seven.

[SEAL.] VICTORIN ROMAN, *Recorder.*

Defendants' Evidence, No. 11.

Sheriff's sale. Barrett & Bell to Heirs of Hampton.

No. 132.

STATE OF LOUISIANA,
Parish of St. James.

Be it known, that, in pursuance of a judgment and order of the Parish Court of the Parish and City of New Orleans, in the case of the Syndics of Thomas Barrett against Robert Bell and the heirs of Wade Hampton intervening, signed the 2d day of March, 1841, directing the sale by the sheriff of the Parish of St. James of the plantation called White Hall, situate in the said Parish, and one hundred and seventeen slaves attached to said plantation, described in an inventory made in said suit by the Judge of this Parish in the items of from one to one hundred of said property: That I, Armand Le Bourgeois, Sheriff of said Parish, after having advertised said plantation and slaves during thirty full days by advertisements in the English and French languages, posted at the doors of the Court-House, post, and church of said Parish, and in the paper called the Planters' Advocate, published at Donaldsonville, did, on the 12th day of May, 1841, at 10 o'clock A. M., on said plantation called White Hall, expose at auction the plantation and said slaves, stock, and agricultural instruments, and, having cried the same a length of time until no higher bid could be obtained, I did publicly adjudicate the plantation and slaves, stock, and agricultural instruments, to Isaac T. Preston for Mary Hampton, John S. Preston and wife, and John L. Manning and wife, for one hundred and sixteen thousand dollars, that being the last and highest bid for the same; in payment whereof I have received the bond of Leve Pope, in favor of Wade Hampton, for one hundred thousand dollars, payable on the first day of January, 1850, and bearing six per cent. interest from the first day of January, 1841, payable annually, and the cash payment of sixteen thousand dollars left in the hands of the purchasers on ac-

count of arrearages of interest due upon said bond, and secured by mortgage.

Now, therefore, in consideration of the premises, I, Arnaud Le Bourgeois, Sheriff of the Parish of St. James, do, by these presents, sell, assign, and transfer unto Mary Hampton, John S. Preston and wife, and John L. Manning and wife, all the right, title, and interest of Thomas Barrett and the Syndics of his creditors, and also all the right, title, and interest of Robert Bell in and to the following described property, to wit: a certain tract or parcel of land established and cultivated as a sugar plantation, situated in the Parish of St. James, of this State of Louisiana, on the left bank of the River Mississippi, about twenty-two leagues above the City of New Orleans, known by the name of White Hall, being of an irregular form, and composed of a front tract and back tract, the front tract measuring about "twenty-six" arpents six toises and two feet front on the river by forty arpents deep, the line closing towards the rear, of thirty perches and sixty-eight chains in breadth, and containing five hundred and ninety-one and sixty-seven-hundredths acres, the back tract adjoining the former in the rear, from whence it runs forty arpents in depth, the lines opening towards the rear, and containing five hundred and ten acres, the said tracts forming the plantation aforesaid, bounded above by property of Widow Bringier, and below by that of Alexander Mil, which said sugar plantation, known under the name of White Hall, along with the dwelling-house, sugar-house with a steam-mill and engine, the negroes, cabins, corn-house, and stable thereon and thereunto belonging; also two wagons, four ox-carts, four one-horse carts, thirteen two-horse ploughs, twenty-three one-horse ploughs, eighteen harrows, six mules, eighteen horses, eleven oxen, forty-two axes, thirty-one spades, twenty-seven shovels, and seventy-eight hoes, together with the following slaves, to wit:—

Denis, son of Nelly, an American negro slave, aged about twenty-seven years; Bedford, an American negro slave, about twenty-two years old; Saul, an American negro slave, about eighteen years old; Miles, an American negro slave, rough carpenter, about fifty-five years old; Nelly, mother of Denis, an American negro woman slave, aged about fifty years; James, an American negro man slave, aged about thirty-five years; Maria, an American negro woman slave, aged about thirty years, and her son Jemmy, under four years old; William, son of said Maria, about thirteen years old; *Phil*, another son of said Maria, about eleven years old; Joseph, an American negro slave, about thirty years old; Rogers, an American negro slave, about thirty-five years old; Delly, his wife, an American negro woman slave, aged thirty-five years; Fanny, an American negro woman, aged about thirty-five years; George, son of said Fanny, about twenty-two years old; Sam, another son of said Fanny, about twenty years old: Ben, an American black man slave, about forty years old; Kissey, his wife, about thirty years old, and her three children, under ten years, viz., Ailsey and Nancy, both about

eight years old, and Eliza, an infant; Smith, son of said Kissey, about sixteen years old; Cashua, son of said Kissey, about thirteen years old; Anancias, son of said Kissey, about eleven years old; Ben, an American mulatto slave, about forty years old, and Lissey, his daughter, aged six years (whose mother is dead); Bity, a mulatto woman slave, about eighteen years old; Manuel, a mulatto slave, about seventeen years old; Juliet, an American mulatto girl slave, about eleven years old; Leu, an American negro man slave, ruptured, aged about thirty-five years; Cressey, his wife, an American negro-woman slave, aged about thirty years, and her two children, Margaret, a girl about four years old, and Leu, an infant one year old; Ned, an American negro slave, about forty-five years old; Sucky, his wife, an American light-colored negro woman slave, about forty years old; Jefferson, a mulatto boy, son of said Sucky, about thirteen years old; Wilson, a mulatto girl, daughter of said Sucky, about eleven years old; July Ann, a mulatto girl, daughter of said Sucky, about twelve years old; Bob, an American negro man slave, about thirty years old; *Besod*, an African negro man slave, about fifty years old; Venus, an African woman slave, about forty-five years old; Joe, son of Venus, a negro man, about thirty-five years old; Aggy, daughter of Venus, a negro woman, about twenty-two years old; Fed, an American negro man slave, about twenty-two years old; Rina, daughter of Maria aforesaid, a negro woman, about seventeen years old; Peter, an African negro man slave, about forty years old; Abraham, an American negro man slave, about forty years old; Anny, an American light-colored negro woman slave, about sixty years old (said Anny is the mother of Bedford); Louis, son of said Anny, an American black man slave, about twenty-five years; Ralleigh, an American slave, about thirty years old; Sucky, an American negro woman, about twenty five years old, with her two children, four years old, and Alfred, an infant; Miles, Jr., an American negro man slave, aged about eighteen years; York (driver), son of Anny, an American light-colored slave, about thirty years old; Milly, an American light-colored woman, aged about twenty-five years, and her five children, under ten years, named York, nine years old; Eliza, eight years old; Abraham, seven years old; Lewis, four years old; and Aleck, an infant; George, son of Saul Milley, a mulatto boy, aged ten years; Milenda, daughter of said Milly, a negro girl, about eleven years old; Peter, a Guinea negro man slave, aged about sixty years; Mimoon, his wife, an African negro woman slave, aged about fifty years; Harry, an American negro man slave, aged about thirty-five years; Briston, an American negro man slave, aged about thirty-five years; Richard, an American negro man slave, aged twenty-five years; Willis, an American negro slave, aged about thirty years; Washington, an American negro man slave, aged about twenty-five years; Jim (ruptured), an American mulatto slave, aged about thirty-five years; Nancy (lame), an American light-colored woman slave, aged forty

years, with Sally Ann, her daughter, aged four years; Amey, daughter of said Nancy, an American negro woman slave, aged twenty-five years; Letty, daughter of Amey aforesaid, an American negro woman slave, aged nineteen years; Louisiana (daughter of Nancy above named), an American negro girl, aged eighteen years; Rosanna (daughter of said Nancy), an American light-colored negro girl, aged about sixteen years; Caroline, a light-colored negro woman slave, aged twenty-four years, and her son, Isaac, four years old; Rose, an American negro woman slave, aged fifty years; Sarah, an American negro girl, aged sixteen years; Patty, an American negro woman, aged twenty-seven years; Randall, an American negro man slave, aged thirty-five years; Eliza, an American negro woman slave, aged thirty years, and her six children, under ten years of age, viz., Francis and Emily, both nine years old; Caroline, five years old; Casar, three years old; Henry, two years old; and Bontey, an infant; Lucey (daughter of said Eliza), a negro girl, aged thirteen years; Robert, son of said Eliza, a negro boy, ten years old; Saul, an American negro man slave, aged thirty-five years; Wenny, an American negro woman slave, aged thirty years, and her three children, under ten years, viz., Wyatt, two years old; Bedford, one year old, and serving an infant; Davey (son of said Wenney, a negro boy, aged nineteen years; William, son of said Wenney); a negro boy, aged fifteen years; Patzy (daughter of said Wenney, and mother of Jerry, one year old, and of Nelly, an infant); York, an American negro man slave, aged twenty-seven years; Archibald, an American negro man slave, aged twenty-six years; Peter (ruptured), an American negro man slave, aged thirty-five years; Sam, an American negro man slave, aged twenty-eight years; Hanna, an American negro woman slave, aged thirty-five years, and her two children, under ten years old, viz., Jones, three years old, and Pleasant, one year old; Miles (son of said Hanna), a negro boy, aged thirteen years; Letty (daughter of said Hanna), a negro girl, aged twelve years; Maria, an American negro woman slave, aged twenty-five years; Mary, an American negro woman slave, aged nineteen years, and her two children, under ten years of age, viz., Harriet, aged two years, and Sally, an infant; Louisa, an American negro woman slave, aged twenty-one years, and her infant daughter Rebecca.

To have and to hold the said plantation, slaves and personal property, to the said purchasers, their heirs and assigns, forever.

In faith whereof, I have hereunto signed my name and affixed my seal at the Parish of St. James, this thirteenth day of May, in the year of our Lord one thousand eight hundred and forty-one.

[SEAL.] (Signed) ARNAUD LE BOURGEOIS,
Sheriff.

JOSEPH CANTRELLE,
G. GAINNIE.

Recu pour enregistrament le 27 Juillet, et enregistré en mon etude Paroisse St. Jacques le 30 Juillet, 1841.

(Signé) JEAN JACQUES ROMAN, *Juge.*

Pour copie conforme, Paroisse St. Jacques, 20th April, 1855.

[SEAL.] Y. B. FERCHAND, *Recorder.*

Defendants' Evidence, No. 12.

Copy of Judgment. Case No. 13,561.

STATE OF LOUISIANA,
First Judicial District Court.

I hereby certify that on the 25th day of April, 1839, judgment was entered in this Court in the suit of Mary Hampton *& al. vs.* Thomas Barrett, in the words and figures following, to wit:

MARY HAMPTON *& al.*
vs. } No. 13,561.
THOMAS BARRETT.

On motion of Isaac T. Preston, Esq., of counsel for the pl'ffs, and the Court considering the allegations of pl'ff's petition fully made out by the proofs contained in the suit between the same parties, No. 12,792 of the docket of this Court, offered in evidence, order, adjudge, and decree, that the judgment by default herein taken on the 20 inst. be now confirmed, and that said pl'ffs, Mary Hampton, widow of Wade Hampton, and Caroline M. Preston, wife of John S. Preston, and Susan F. Hampton, recover of the def't Thomas Barrett, the sum of six thousand dollars, with legal interest thereon from the 19th January, 1837, the date of judicial demand, till paid, and costs of suit, with privilege and mortgage on the property described in the petition.

Judgment rendered 25th April, 1839. Signed 30th April, 1839.

(Signed) A. M. BUCKANAN, *Judge.*
(Countersigned) JNO. L. LEWIS, *Clerk.*

Judgment recorded in Judgment Docket, page 151, C.

Which costs amount to the sum of fifty-three dollars and 62½ cents, exclusive of the sheriff's fees.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court at the City of New Orleans, on this third day of May, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the Independence of the United States.

Amount of Judgment	$6,000
Amount of costs	53 62½

[SEAL.] JNO. L. LEONE, *Clerk.*

911

I, the undersigned, Parish Judge in and for the Parish of Saint James, "ex-officio" Recorder of Mortgages therein, do hereby certify having duly recorded, this 26th instant, in the Book of Record for Judgments No. 85, fo. 78, the judgment rendered by the First Judicial District Court in the case of Mary Hampton *et als. vs.* Thomas Barrett, a certified copy whereof is inscribed on the other part.

Witness my hand and the impress of the seal of my office hereunto set and affixed, at the Parish of St. James, this 26th June, 1839, and the 63d year of the Independence of the United States of America.

[SEAL.] JEAN JACQUES ROMAN, *Judge.*

Defendants' Evidence, No. 13.

Copy of Judgment. Case No. 15,290.

THE STATE OF LOUISIANA,
First Judicial District Court.

I hereby certify that on the 14th day of March, 1839, judgment was entered in this Court in the suit of Mary Hampton *& al. vs.* Thomas Barrett, in the words and figures following, to wit:

MARY HAMPTON *& al.*
vs.
THOMAS BARRETT. } No. 15,290.

This cause came on to-day for trial before the Court: Preston for pl'ffs, Leir Pierce for def't; when, the pl'ffs having proved their demand to the satisfaction of the Court, it is ordered and adjudged that said pl'ffs, Mary Hampton, widow of Wade Hampton, Caroline M. Preston, wife of John S. Preston, and Susan F. Hampton, recover of the defendant, Thomas Barrett, the sum of six thousand dollars, with legal interest thereon from the 1st February, 1838, the date of judicial demand, till paid, and costs of suit, with privilege and mortgage on the property mentioned and described in the petition.

Judgment rendered 14th March, 1839.

Signed 19th March, 1839.

(Signed) A. M. BUCHANAN, *Judge.*
(Countersigned) JNO. L. LEWIS, *Cl'k.*

Judgment recorded in Judgment Docket, page 134, C.

Which costs amount to the sum of twenty-five dollars and cents, exclusive of the sheriff's fees.

In testimony whereof I have hereunto set my hand and affixed the seal of the said Court, at the City of New Orleans, on this 3d day

of May, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the Independence of the United States.

Amount of judgment, $6,000.
Amount of costs, $25.

[SEAL.] JNO. L. LEWIS, *Clerk.*

I, the undersigned, Parish Judge in and for the Parish of Saint James, *ex-officio* Recorder of Mortgages therein, do hereby certify having duly recorded, the 26th instant, in the Book of Record for Judgments No. 84, fo. 77, the judgment rendered by the First Judicial District Court in the suit of Mary Hampton *& al. vs.* Thomas Barrett, a certified copy whereof is inscribed on the other part.

Witness my hand and the impress of the seal of my office hereunto set and affixed at the Parish of Saint James, 26th June, 1839, and the 63d year of the independence of the United States of America.

[SEAL.] JEAN JACQUES ROMAN, *Judge.*

Defendants' Evidence, No. 14.

Copy Judgment. Case No. 12,792.

THE STATE OF LOUISIANA,
First Judicial District Court.

I hereby certify that on the 26th day of January, 1838, judgment was entered in this Court in the suit of Mary Hampton *& al. vs.* Thomas Barrett in the words and figures following, to wit:

MARY HAMPTON *& al.*
vs.
THOMAS BARRETT. } No. 12,792.

The Court having taken this under consideration, do, for the reasons assigned in the written opinion and judgment this day delivered and on file, order and adjudge that there be judgment in favor of Mary Hampton, widow of Wade Hampton, for the sum of four thousand dollars, with interest at the rate of five per cent. per annum on ten thousand dollars from the 1st January, 1835, and the like interest on two thousand dollars from the 1st January, 1836, until paid; in favor of Caroline M. Preston, wife of John S. Preston, for the sum of four thousand dollars, with legal interest on two thousand dollars from the 1st of January, 1835, and on two thousand dollars from the 1st of January, 1836, until paid; and in favor of Susan Hampton, for the sum of four thousand dollars, with legal interest on two thousand dollars from the 1st of January, 1835, and on two

thousand dollars from the first of January, 1836, until paid, and that the defendant pay costs.

Judgment rendered 26th January, 1838.

Signed 31st January, 1838.

(Signed) A. M. BUCHANAN, *Judge.*

(Countersigned) JNO. L. LEWIS, *Clerk.*

Judgment recorded in Judgment Docket page 18, C.

Which costs amount to the sum of eighty dollars and cents, exclusive of the sheriff's fees.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court, at the City of New Orleans, on this third day of May, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the independence of the United States.

Amount of judgment, $.

Amount of costs, $80.

[SEAL.] JNO. L. LEWIS, *Clerk.*

I, the undersigned, Parish Judge in and for the Parish of Saint James, *ex-officio* Recorder of Mortgages therein, do hereby certify having duly recorded, the 26th instant, in the Book of Record for Judgment No. 82, fo. 75, the judgment rendered by the First Judicial District Court in the case of Mary Hampton and *als. vs.* Thomas Barrett, a certified copy whereof is inscribed on the other part.

Witness my hand and the impress of the seal of my office, hereunto set and affixed, at the Parish of St. James, this 26th June, 1839, and the 63d year of the Independence of the United States of America.

[SEAL.] JEAN JACQUES ROMAN, *Judge.*

Defendants' Evidence, No. 15.

Copy Judgment. Case No. 17,143.

THE STATE OF LOUISIANA,
First Judicial District Court.

I hereby certify that on the 11th day of March, 1839, judgment was rendered in this Court in the suit of Mary Hampton *& als. vs.* Thomas Barrett, in the words and figures following, to wit:—

MARY HAMPTON *& al.*
vs.
THOMAS BARRETT. } No. 17,143.

On motion of Isaac T. Preston, Esq., of counsel for the pl'ffs, and on producing to the Court due proof of the demand of said pl'ffs, it is ordered and adjudged that the judgment by default herein

taken on the 4th inst. be now confirmed, and that the pl'ffs, Mary Hampton, John S. Preston, and John Manning, recover of the def't, Thomas Barrett, the sum of six thousand dollars, with legal interest thereon from the 24th January, 1839, the date of judicial demand, till paid, and costs of suit, with privilege and mortgage on the property mentioned in the petition.

Judgment rendered 11th March, 1839. (Signed) 15th March, 1839.

(Countersigned) G. M. LEWIS, *D'y Cl'k.*

Judgment recorded in Judgment Docket, page 133, C.

Which costs amount to the sum of twenty-one dollars and cents, exclusive of sheriff's fees.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said Court at the City of New Orleans on this third day of May, in the year of our Lord one thousand eight hundred and thirty-nine, and in the sixty-third year of the Independence of the United States.

Amount of judgment,	$6,000
Amount of costs,	$ 21

[SEAL.] JNO. L. LEWIS, *Clerk.*

I, the undersigned, Parish Judge in and for the Parish of Saint James, "ex-officio" recorder of Mortgages therein, do hereby certify having duly recorded, the 26th instant, in the Book of Records for Judgments No. 83, fo. 76, the judgment rendered by the First Judicial District Court in the case of Mary Hampton *& al. vs.* Thomas Barrett, a certified copy whereof is inscribed on the other part.

Witness my hand and the impress of the seal of my office, hereunto set and affixed at the Parish of Saint James, the 26th June, 1839, and the 63d year of the Independence of the United States of America.

[SEAL.] JEAN JACQUES ROMAN, *Judge.*

Opinion.

JOHN HAGAN
vs.
JOHN S. PRESTON & WIFE. } No. 2,245.

The plaintiff filed this bill as the assignee of five judgments rendered in the District Court of the First Judicial District at New Orleans, against Thomas Barrett & Co., for an aggregate sum of above fifty-five thousand dollars besides the interest and costs, three of which were recovered in December, 1838, and two in March, 1839.

The judgments were recorded in the City of New Orleans, where

Thomas Barrett resides, and were reinscribed in 1848, within the legal time. The object of the suit is to enforce the mortgage thus supposed to have been created upon certain slaves which are attached to the plantation called White Hall, in the Parish of St. James, and which have been constantly employed there since they came to the possession and ownership of Barrett.

The defendants Preston and Wife, assert a permanent title arising from the following facts, which are collected from a voluminous record. In 1829, Wade Hampton sold to Leroy Pope the plantation called White Hall for $100,000, payable the first of January, 1850, with interest at the rate of 6 per cent. per annum, payable annually, and retained a mortgage on the property. One of the stipulations of the sale was that Pope should place upon the plantation 70 slaves, which should be mortgaged for the security of the same date. This was accordingly done in 1830, and the mortgages were recorded in the Parish of St. James, in March, 1833. Leroy Pope sold the plantation and slaves to Thomas Barrett for $151,034, in settlement of which Barrett assumed the payment of the mortgage and debt of Leroy Pope to Wade Hampton, and mortgaged the property for that purpose to Pope. Thomas Barrett in the same month entered into an agreement with Robert Bell by which he became equally interested with him in the contract of the sale, and Bell assumed to share in the obligations that Barrett had incurred from that time until the purchase by the heirs of Wade Hampton, as hereinafter mentioned. Barrett and Bell carried on the White Hall plantation in partnership.

In May, 1840, Thomas Barrett, on his own account, and as a member of the firm of Thomas Barrett & Co., represented to the Parish Court of the City of New Orleans, that in consequence of great commercial losses his firm had sustained, the depreciation of their property of every description, that neither he nor his firm were able to meet their engagements, and proposed to make a cession of his property to his creditors and the creditors of Thomas Barrett & Co. The Court accepted this cession, and the creditors were convoked to appoint syndics. Thomas C. McGoffin and George Morgan were chosen syndics, with powers of settlement, and among other powers, to sue for the partition of any property whatsoever held and owned by the said insolvent jointly with others, and to claim partition either in kind or by sale.

The Union Bank was represented *represented* at this meeting of creditors by the President of the Bank.

In December, 1840, the syndics petitioned the Parish Court for an enlargement of their powers to make partition and to compound debts, and for this purpose a meeting of creditors was called. At this meeting the powers conferred by a power of attorney, signed by a member of the creditors, were confirmed to the syndics. The power recites that experience has shown that the sales of undivided interests in town lots, and still more so in uncultivated lands, are

much more disadvantageous to the seller than the sales of entire interests; wherefore it is the interest of the estate to effect, previous to any sale, partitions in kind with Mr. Barrett's co-proprietors, but that partitions in kind are impossible on account of the many mortgages by which Mr. Barrett's interests are encumbered. Therefore the creditors authorized the syndics to raise all mortgages granted by or recorded against Thomas Barrett or Thomas Barrett & Co., or any real estate owned by this Barrett jointly with other persons, or surrendered by him to his creditors to effect partitions of said property in kind with the co-proprietors of said Barrett, or by judicial proceedings whenever it shall be practicable, &c. "It being, however, well understood that the proceeds of the above mentioned property shall be distributed among the creditors according to the rank of their mortgages in the same manner as if the mortgages had not been raised before the sales."

To these proceedings the Union Bank was a party by the appearance and approval of the President of the Bank.

In December, 1840, the syndics applied to the Parish Court for an inventory of the property owned by the said Thomas Barrett and Robert Bell in partnership, and for a statement of the mortgages upon the various parcels with the view to the settlement of the partnership accounts and a partition.

Bell appeared to this petition and prayed for a general settlement of the accounts, and expressed his readiness to a partition.

At this stage of the proceedings the legal representatives of Wade Hampton, viz., Mrs. Mary Hampton, John S. Preston and wife, and Manning and wife, intervened in the Parish Court to enforce the securities that had been given to Wade Hampton by Pope, and which Barrett & Bell had obligated themselves to satisfy, alleging the non-payment of several years of interest, and asking for a sale of the property. The case, as presented by the petition and answer of the Syndics of Barrett and Bell, and the petition of intervention by the heirs of Wade Hampton, was heard by the Parish Court, and in March, 1841, there was a decree accepting the inventory which had been made. It was further ordered that the White Hall plantation and ninety-nine slaves specified in the inventory be sold by the sheriff of the Parish of St. James after 30 days' advertisements according to law, upon the conditions that the vendees should assume the payment to the intervenors, the payment of $100,000 on the first day of January, 1850, with six per cent. interest from the 1st January, 1841, and the remainder in cash, and that the purchaser should specially mortgage and keep mortgaged to the intervenors all the slaves mentioned, with their increase, free of all incumbrances.

This sale was effected the 13th May, 1841, at which the representatives of Hampton became the purchasers for $116,000, and a deed was executed to them: under this sale the defendant derives their title.

The accounts of the representatives of Hampton, and the syndics of Barrett, and the heir of Bell, were settled in the Parish Court upon the basis of this sale, and the appropriation of the money to the mortgage debt and judgments were entered accordingly. The syndics reported the settlement, and the accounts were passed clear of objections, and they discharged from their office.

Before the sale they had raised all the mortgages from the property of Barrett, specifically describing the judgments in favor of the Union Bank, and an order of the District Court where the judgments were rendered was found upon the record of each judgments, bearing date in 1844, for the cancellation "of all the mortgages resulting for the recording of the judgment in this case."

The first question in the cause is, whether there is such a mortgage as the plaintiff has affirmed in his petition? and upon the solution of this question in his favor all the relief he has sought depends.

The 3,318 Art. C. C. declares: "The inscription of mortgages only binds the property of the debtor when it has been made with regard to immovables in the office of mortgages for the Parish where the property lies, with regard to slaves in the office of mortgages for the Parish where the debtor has his domicile or usual residence. The question is What are immovables, and what slaves, in the sense of this article? Immovables are defined, in the Articles 453 and following of the Code, Art. 2,161, the Code declares Slaves though movables by their nature, are considered as immovables by the operation of law. To this article there is attached a note, in which it is declared that in the French Colonies, slaves, tho' regarded as immovable when they are attached to a place or habitation, they take the nature of movable when separted. There have been cited a number of articles of the Code in which immovables and slaves are mentioned as distinct from one another. But in all these cases the term immovable might well embrace a particular class of slaves who by contract or destination was attached to the land, and slaves who were living separate and employed upon a different service. The common sentiment of the legal profession in Louisiana seems to be that the term immovables in the article first cited embracing plantation slaves, and that it is not the practice of the State to record conveyances of a plantation and slaves elsewhere than in the Parish where the plantation lies.

In Mallard *vs.* Carpenter, 6 Ann. 397, the Supreme Court states the rule deducible from this article of the Code: "The rule is," says the Court, "that the inscription of a judicial mortgage in order to affect slaves, must be made in the Parish where the owner has his domicile. The only exception to this rule is the case of slaves attached to a plantation, in which the inscription of the mortgage in the Parish where the land is situated attaches to them, as it does to the team and farming utensils used in the cultivation of the land." It is true that the rule and not the exception was the question before the Court; but this recognition of what is found to be the constant

practice of the judicial officers of the State to be a proper course of proceedings, clothes this dictum with the authority of a judicial exposition of the Code. The record shows that the slaves embraced in this suit were attached to the plantation in the Parish of St. James, and consequently the inscription of the Judgments of the Union Bank at New Orleans did not affect them, nor the plantation at White Hall. This conclusion disposes of the equity of the bill.

It is proper, however, to state my conclusion upon the other part of the defence. My opinion is that the Parish Court was invested with a full authority over the subject-matter of the contest between the syndics of Barrett, Bell, and the representations of Hampton.

That the syndics represented in that suit all the creditors of Barrett, and that they are only bound by the orders and decrees of the Court so long as those remain in force. That the plaintiff cannot impeach these decrees collaterally; and that the Courts of the United States are obliged to accept them as having been rightly entered in the regular course of legal administration.

My opinion is that the plaintiff has not sustained the equity of his bill, and that it must be dismissed with costs.

J. A. CAMPBELL, *Asso. Just. S. C. U. S.*

Decree.

CIRCUIT COURT OF THE UNITED STATES,
Fifth Circuit and Eastern District of Louisiana.

November term, A. D. 1855.

New Orleans, Saturday, 22d March, 1856, Court met pursuant to adjournment. Present, Hon. Theo. H. McCaleb, District Judge. Absent, Hon. J. A. Campbell, Presiding Judge.

JOHN HAGAN, JR.
vs.
JOHN S. PRESTON AND WIFE. } 2245.

The following decree was received from Hon. J. A. Campbell, and ordered to be entered:—

This cause came on to be heard upon the bill, answers, exhibits and proofs, at this term, and was argued by counsel in the presence of the Court; and thereupon the Court, upon deliberation, orders the bill to be dismissed, and that the plaintiff shall pay the costs.

Decree rendered 22d March, 1856.

(Signed) J. A. CAMPBELL,
Asso. Justice Sup. Court U. S.

Petition of Appeal. Filed 19th March, 1857.

UNITED STATES CIRCUIT COURT,
Eastern District of Louisiana.

JOHN HAGAN, JR.
vs.
JOHN S. PRESTON AND CAROLINE M. PRESTON, HIS WIFE.

In Equity.

To the Honorable the Circuit Court of the United States for the Eastern District of Louisiana.

The petition of John Hagan, Jr., a citizen of the State of Louisiana, respectfully shows:

That a final judgment was rendered against him by this Honorable Court, on the day of , in favor of John S. Preston and his wife, Caroline M. Preston, citizens of the State of South Carolina, for a sum largely over $2,000, denying his right to the judgment which he claimed herein.

That he believes there is error in the said judgment, and, therefore, he desires to appeal therefrom.

The premises considered, your petitioner prays that an appeal be allowed to him, returnable to the Supreme Court of the United States, at Washington, in the District of Columbia, on the 1st Monday of December, 1857. That the defendants, John S. Preston and Caroline M. Preston, be cited then and there to answer the said appeal, and that the Court fix the amount of bond to be given by the plaintiff for the said appeal, and for such other and further relief as the nature of his case and equity shall require; and petitioners will ever pray.

ALEX. S. STEEL,
Attorney for Plaintiff.

Order allowing Appeal.

Minutes. November Term, 1856.

New Orleans, Thursday, 19th March, 1857, Court met pursuant to adjournment. Present, Hon. Theo. McCaleb, District Judge. Absent, Hon. J. A. Campbell, Presiding Judge.

JOHN HAGAN, JR.
vs.
JNO. S. PRESTON AND WIFE. } 2,245.

On motion of A. T. Steele, Esq., of counsel for plaintiff, and on presenting and filing the petition of the said plaintiff, representing that he is aggrieved by the decree herein rendered against him, and praying an appeal therefrom to the next term of the Supreme Court of the United States, it is ordered that an appeal be allowed, as prayed for, on plaintiff giving bond in the penal sum of five hun-

dred dollars, conditioned according to law, and with good and solvent surety thereon.

Appeal Bond. Filed 27th March, 1857.

Know all men by these presents, that we, John Hagan, Jr., as principal, and as surety, are held and firmly bound unto John S. Preston and Caroline M. Preston, his wife, in the full and just sum of five hundred dollars, to be paid to the said John S. Preston and Caroline M. Preston, his wife, their certain attorneys, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents, sealed with our seals, and dated this twenty-seventh day of March, in the year of our Lord one thousand eight hundred and fifty-seven.

Whereas, lately at a C. Court of the United States, Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana, at the City of New Orleans, in a suit depending in said Circuit Court, wherein John Hagan, Jr. is plaintiff, and John S. Preston and Caroline M. Preston, his wife, are defendants, judgment was rendered against the said John Hagan, Jr., plaintiff, and the said Jno. Hagan, Jr. having applied for and been allowed an appeal to reverse the decree in the aforesaid suit, and a citation directed to the said John S. Preston and Caroline M. Preston, his wife, citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington the first Monday of December next: Now the condition of the above obligation is such that if the said John Hagan, Jr. shall prosecute his appeal to effect, and answer all damages and costs if he fail to make his appeal good, then the above obligation to be void, else to remain in full force and virtue.

Sealed and delivered in the presence of

J. W. GURLEY.

JOHN HAGAN. [SEAL.]

per ALEX. T. STEELE, *Att'y.* [SEAL.]

A. E. FORSTALL. [SEAL.]

Surety justified before me this 27th March, 1857.

Attest: J. W. GURLEY, *Clerk.*

UNITED STATES OF AMERICA.

CIRCUIT COURT OF THE UNITED STATES,

Fifth Circuit and Eastern District of Louisiana.

CLERK'S OFFICE.

I, John W. Gurley, Clerk of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, do hereby certify, that the foregoing 262 pages contain and form a full,

complete, true, and perfect transcript of the record and proceedings had, together with all the evidence adduced on the trial of the case of John Hagan, Jr. *vs.* John S. Preston and wife, No. 2245 of the docket, so far as the same now remain of record or on file in said Court.

Witness my hand and the seal of said Court, at the City of New Orleans, this 26th day of August, A. D. 1857.

[SEAL.] J. W. GURLEY, *Clerk.*

THE UNITED STATES OF AMERICA.

The President of the United States to Caroline M. Preston, wife of John S. Preston, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington on the first Monday of December next, pursuant to a petition and order of appeal filed in the Clerk's Office of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, wherein John Hagan, Jr. is plaintiff in appeal, and you *et al.* are defendants in appeal, to show cause, if any there be, why the judgment rendered against the said plaintiff in appeal, as in said petition of appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this twenty-seventh day of March, in the year of our Lord one thousand eight hundred and fifty-seven.

THEO. H. McCALEB, *U. S. Judge.*

Citation of Appeal.

UNITED STATES CIRCUIT COURT.

JOHN HAGAN, JR. vs. JOHN S. PRESTON AND WIFE. } No. 2245.

Marshal's Return.

Rec'd March 27th, 1857, and on the same day served copy of the within citation of appeal, on Mrs. Caroline M. Preston, by handing the same to E. A. Bradford, att'y of record, and returned same day.

WILLIAM BULLETT, *U. S. D. M.*

THE UNITED STATES OF AMERICA.

The President of the United States to John S. Preston, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the City of Washington on the first Monday of December next, pursuant to a petition and order of appeal filed in the Clerk's Office of the Circuit Court of the United States for the Fifth Circuit and Eastern Dis-

trict of Louisiana, wherein John Hagan, Jr. is plaintiff in appeal, and you *et al.* are defendants in appeal, to show cause, if any there be, why the judgment rendered against the said plaintiff in appeal, as in said petition of appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this twenty-seventh day of March, in the year of our Lord one thousand eight hundred and fifty-seven.

THEO. H. McCALEB, *U. S. Judge.*

Citation of Appeal.

UNITED STATES CIRCUIT COURT.

JOHN HAGAN, JR.
vs.
JOHN S. PRESTON AND WIFE. } No. 2245.

Marshal's Return.

Rec'd March 27th, 1857, and on the same day served copy of the within citation of appeal on John S. Preston, by handing the same to E. A. Bradford, att'y of record, and returned same day.

WILLIAM BULLETT, *U. S. Deputy M.*

Filed 15th December, 1857.